



ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ಸಂಪುಟ ೧೫೩ Volume 153	ಬೆಂಗಳೂರು, ಗುರುವಾರ, ಅಕ್ಟೋಬರ್ ೪, ೨೦೧೮ (ಆಶ್ವಯುಜ ೧೨, ಶಕ ವರ್ಷ ೧೯೪೦) Bengaluru, Thursday, October 4, 2018 (Aashwayuja 12, Shaka Varsha 1940)	ಸಂಚಿಕೆ ೪೦ Issue 40
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ಭಾಗ ೧

ರಾಜ್ಯ ಸರ್ಕಾರದ ಮುಖ್ಯ ಆದೇಶಗಳು ಹಾಗೂ ಸುತ್ತೋಲೆ ಮುಂತಾದ ಎಲ್ಲಾ ಇಲಾಖೆಗಳಿಗೂ ಸಂಬಂಧಿಸಿದ ಆದೇಶಗಳು

ಕಂದಾಯ ಸಚಿವಾಲಯ

ವಿಷಯ : ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಉತ್ತರ ತಾಲ್ಲೂಕು, ವಿದ್ಯಾರಣ್ಯಪುರದಲ್ಲಿರುವ ಶ್ರೀ ಕಾಳಿಕಾ ದುರ್ಗಾಪರಮೇಶ್ವರಿ ದೇವಾಲಯವನ್ನು ಕಾಯ್ದೆಯ ಕಲಂ 42 ಮತ್ತು 43 ರನ್ವಯ ಸರ್ಕಾರದ ವಶಕ್ಕೆ ಪಡೆದುಕೊಳ್ಳುವ ಬಗ್ಗೆ.

ಓದಲಾಗಿದೆ : ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ:ಎಡಿಎಂ 8 ಸಿಆರ್ 152/2016-17, ದಿನಾಂಕ:24.05.2018, 02.07.2018 ಮತ್ತು 20.07.2018.

ಪ್ರಸ್ತಾವನೆ:

ಮೇಲೆ ಓದಲಾದ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರ ಪತ್ರಗಳಲ್ಲಿ ಬೆಂಗಳೂರು ನಗರ, ವಿದ್ಯಾರಣ್ಯಪುರದಲ್ಲಿರುವ ಶ್ರೀ ಕಾಳಿಕಾ ದುರ್ಗಾಪರಮೇಶ್ವರಿ ಅಮ್ಮನವರ ದೇವಸ್ಥಾನದ ಟ್ರಸ್ಟಿಗಳಾದ ಶ್ರೀ ಹನುಮಂತೇಗೌಡ, ಶ್ರೀ ದಯಾನಂದ, ಶ್ರೀ ವಿನಯಕುಮಾರ್ ಶರ್ಮಾ, ಶ್ರೀ ಹೆಚ್.ಎಸ್. ಸೋಮಶೇಖರ್ ಮತ್ತು ಶ್ರೀ ರವಿಕುಮಾರ್ ಹಾಗೂ ಸ್ಥಳೀಯ ಭಕ್ತಾದಿಗಳು ಸದರಿ ದೇವಸ್ಥಾನಕ್ಕೆ ಶ್ರೀಮತಿ ರಾಧಮ್ಮ ಹಾಗೂ ಇವರ ಮಗನಾದ ಶ್ರೀ ವಸಂತಕುಮಾರರವರು ಖಾಸಗಿ ಟ್ರಸ್ಟ್ ರಚಿಸಿಕೊಂಡು, ದೇವಸ್ಥಾನಕ್ಕೆ ಬರುವ ಸಾರ್ವಜನಿಕ ಭಕ್ತಾದಿಗಳಿಂದ ಬರುವ ಕಾಣಿಕೆ, ಚಿನ್ನಾಭರಣ, ದೇಣಿಗೆ, ಹುಂಡಿ-ಆದಾಯಗಳನ್ನು ದುರುಪಯೋಗ ಪಡಿಸಿಕೊಂಡು, ಅವ್ಯವಹಾರ ನಡೆಸುತ್ತಿದ್ದು ಸದರಿ ದೇವಾಲಯವನ್ನು ಮುಜರಾಯಿ ಇಲಾಖೆಗೆ ಸೇರಿಸುವಂತೆ ಕೋರಿ ಹಾಗೂ ಶ್ರೀ ಆರ್. ಚೌಡರೆಡ್ಡಿ ತೊಪ್ಪಲ್ಲಿ, ಮಾನ್ಯ ವಿಧಾನ ಪರಿಷತ್ ಸದಸ್ಯರು, ಆಗ್ನೇಯ ಪಥವೀದರರ ಕ್ಷೇತ್ರ ಇವರು ಸದರಿ ದೇವಸ್ಥಾನದ ಆಡಳಿತ ಮಂಡಳಿ ಹಾಗೂ ಅರ್ಚಕರ ಮಧ್ಯೆ ಭಿನ್ನಾಭಿಪ್ರಾಯ ಉಂಟಾಗಿ, ದೇವಸ್ಥಾನದ ದಿನನಿತ್ಯದ ಪೂಜೆ ಹಾಗೂ ಕೈಂಕರ್ಯಗಳಿಗೆ ತೊಂದರೆಯಾಗುತ್ತಿದ್ದು, ಸದರಿ ದೇವಸ್ಥಾನವನ್ನು ಮುಜರಾಯಿ ಇಲಾಖೆಗೆ ಸೇರಿಸಿ, ದೇವಾಲಯದ ಪೂಜೆ ಹಾಗೂ ಕೈಂಕರ್ಯಗಳು ಸುಸೂತ್ರವಾಗಿ ನಡೆಯಲು ಅನುಕೂಲ ಮಾಡಿಕೊಡುವಂತೆ ಕೋರಿ, ಮಾನ್ಯ ಮುಜರಾಯಿ ಸಚಿವರಿಗೆ ಮನವಿಗಳನ್ನು ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಸದರಿ ಮನವಿಗಳಲ್ಲಿ ಕೋರಿರುವಂತೆ ಪರಿಶೀಲಿಸಿ ವರದಿಯನ್ನು ಸಲ್ಲಿಸುವಂತೆ, ಸಹಾಯಕ ಆಯುಕ್ತರು, ಮುಜರಾಯಿ ಕಾಮಗಾರಿಗಳು, ನಗರ ಸಭಾ ವಲಯ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರನ್ನು ಕೋರಲಾಗಿರುತ್ತದೆ.

ಅದರಂತೆ ಸಹಾಯಕ ಆಯುಕ್ತರು, ಮುಜರಾಯಿ ಕಾಮಗಾರಿಗಳು, ನಗರ ಸಭಾ ವಲಯ, ಬೆಂಗಳೂರು ಇವರು ಸ್ಥಳ ತನಿಖೆ ನಡೆಸಿ ದಿನಾಂಕ:10.11.2017ರಂದು ಸಲ್ಲಿಸಿರುವ ವರದಿಯನ್ವಯ ಸದರಿ ದೇವಾಲಯದ ಸಂಪೂರ್ಣ ಆಡಳಿತವನ್ನು ಶ್ರೀಮತಿ ರಾಧಮ್ಮ ಹಾಗೂ ಶ್ರೀ ವಸಂತ ಕುಮಾರರವರು ನಡೆಸುತ್ತಿದ್ದು, ಸ್ವಂತ ಕುಟುಂಬದವರು ಟ್ರಸ್ಟ್ ರೀತಿ ನಡೆಸುತ್ತಿರುತ್ತಾರೆ. ಸಾರ್ವಜನಿಕ ಭಕ್ತಾದಿಗಳಿಂದ ಬರುವ ಕಾಣಿಕೆ, ಹುಂಡಿ ಆದಾಯ ಸೇವೆಗಳಿಂದ ಬರುತ್ತಿರುವ ಆದಾಯ, ದೇವಾಲಯದ ಅಭಿವೃದ್ಧಿ ಕಾಮಗಾರಿಗಳ ಸಲುವಾಗಿ ಭಕ್ತಾದಿಗಳಿಂದ ಪಡೆದಿರುವ ದೇಣಿಗೆ, ಸ್ವೀಕೃತವಾಗಿರುವ ಚಿನ್ನಾಭರಣಗಳ ಬಗ್ಗೆ ಯಾವುದೇ ಲೆಕ್ಕಪತ್ರಗಳ ನಿರ್ವಹಣೆ ಮಾಡದೆ, ಸಾರ್ವಜನಿಕರ/ಭಕ್ತಾದಿಗಳ ಹಣ ದುರುಪಯೋಗವಾಗಿರುವುದು ಹಾಗೂ ಜಿ.ಕೆ.ವಿ.ಕೆ.ಯ ಕೃಷಿ ವಿದ್ಯಾಲಯದವರಿಗೆ ಸೇರಿದ ಜಾಗವನ್ನು ಒತ್ತುವರಿ ಮಾಡಿಕೊಂಡಿರುವುದು ಹಾಗೂ ಯಾವುದೇ ಸಾರ್ವಜನಿಕ ಟ್ರಸ್ಟನ್ನು ಇವರುಗಳು ಮಾಡಿಕೊಳ್ಳದೆ, ಮನಸೋಇಚ್ಛೆ ದೇವಾಲಯಕ್ಕೆ ಬರುವ ಆದಾಯವನ್ನು ಖರ್ಚು ಮಾಡುತ್ತಿರುತ್ತಾರೆ. ದೇವಾಲಯದ ಎಲ್ಲಾ ವಹಿವಾಟುಗಳನ್ನು ಗಮನಿಸಿದಾಗ, ಸಹಸ್ರಾರು ಭಕ್ತಾದಿಗಳು ದೇವಾಲಯಕ್ಕೆ ಆಗಮಿಸುತ್ತಿದ್ದು, ಸುಮಾರು 2 ರಿಂದ 3 ಕೋಟಿಗಳಷ್ಟು ವಾರ್ಷಿಕವಾಗಿ ಆದಾಯವಿದ್ದು, ಹಣ ಮತ್ತು ಭಕ್ತಾದಿಗಳು ನೀಡುವ ಕಾಣಿಕೆ ದುರುಪಯೋಗವಾಗುತ್ತಿರುವುದು ತನಿಖಾ ಸಮಯದಲ್ಲಿ ಕಂಡು ಬಂದಿದ್ದು, ಭಕ್ತಾದಿಗಳು ನೀಡುವ ಕಾಣಿಕೆ ದುರುಪಯೋಗವಾಗುತ್ತಿರುವುದನ್ನು ತಪ್ಪಿಸುವ ಸಲುವಾಗಿ ಸದರಿ ದೇವಾಲಯವನ್ನು ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಕಾಯ್ದೆ, 1997ರ ಕಲಂ 42 ಮತ್ತು 43 ರ ಅಡಿಯಲ್ಲಿ ಸರ್ಕಾರದ ವಶಕ್ಕೆ ಪಡೆಯುವ ಬಗ್ಗೆ ಅಪರ ಜಿಲ್ಲಾಧಿಕಾರಿ ಮತ್ತು ಉಪ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ, ಬೆಂಗಳೂರು ಜಿಲ್ಲೆ ಇವರು ಪ್ರಸ್ತಾವನೆಯನ್ನು ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

ಸದರಿ ವರದಿಯಲ್ಲಿನ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಪ್ರಸ್ತಾಪಿತ ದೇವಸ್ಥಾನವನ್ನು ಕಾಯ್ದೆಯ ಕಲಂ 42 ಮತ್ತು 43 ರನ್ವಯ ಸರ್ಕಾರದ ವಶಕ್ಕೆ ಏಕೆ ಪಡೆಯಬಾರದು? ಎಂಬ ಬಗ್ಗೆ ಲಿಖಿತ ಸಮಜಾಯಿಷಿಯನ್ನು ದಾಖಲೆಗಳೊಂದಿಗೆ ಒಂದು ತಿಂಗಳ ಒಳಗಾಗಿ ನೀಡಲು ತಿಳಿಸಿ, ಪ್ರಶ್ನಿತ ದೇವಸ್ಥಾನದ ಟ್ರಸ್ಟಿಗಳಾದ ಶ್ರೀ ವಸಂತ್‌ಕುಮಾರ್, ಶ್ರೀಮತಿ ಆರ್. ರಾಧಮ್ಮ ಮತ್ತು ಶ್ರೀ ವಿನಯಕುಮಾರ್ ಶರ್ಮ ರವರಿಗೆ ದಿ:27.12.2017ರಲ್ಲಿ ಕಾರಣ ಕೇಳಿ ನೋಟೀಸನ್ನು ನೀಡಲಾಗಿರುತ್ತದೆ. ಸದರಿ ನೋಟೀಸಿಗೆ ಶ್ರೀಮತಿ ರಾಧಮ್ಮ ಹಾಗೂ ಶ್ರೀ ವಿನಯಕುಮಾರ್ ಶರ್ಮ ರವರು ದಿನಾಂಕ:19.01.2018 ಹಾಗೂ 29.01.2018 ರಂದು ಕ್ರಮವಾಗಿ ತಮ್ಮ ಲಿಖಿತ ಸಮಜಾಯಿಷಿಯನ್ನು ನೀಡಿರುತ್ತಾರೆ. ಆದರೆ ಸಮಜಾಯಿಷಿಯಲ್ಲಿ ದೂರಿನಲ್ಲಿ ತಿಳಿಸಿರುವ ಆರೋಪಗಳನ್ನು ನಿರಾಕರಿಸುವಂತಹ ದಾಖಲೆಗಳನ್ನು ಹಾಜರುಪಡಿಸಿರುವುದಿಲ್ಲ. ಆದ್ದರಿಂದ ಸದರಿ ದೂರು ಅರ್ಜಿಯಲ್ಲಿನ ಆರೋಪಗಳ ಬಗ್ಗೆ ವಿಚಾರಣೆಯನ್ನು ಕಾಯ್ದೆಯ ಕಲಂ 43ರ ಅಡಿಯಲ್ಲಿ ವಿಚಾರಣೆಯನ್ನು ನಡೆಸಲು ದೂರು ಅರ್ಜಿದಾರರಿಗೆ ಹಾಗೂ ದೇವಸ್ಥಾನದ ಟ್ರಸ್ಟಿಗಳಿಗೆ ವಿಚಾರಣಾ ನೋಟೀಸನ್ನು ಜಾರಿ ಮಾಡಲಾಗಿರುತ್ತದೆ.

ದಿನಾಂಕ:28.03.2018 ರಂದು ನಡೆದ ವಿಚಾರಣೆಯಲ್ಲಿ ದೂರು ಅರ್ಜಿದಾರರಾದ ಶ್ರೀ ಹನುಮಂತೇಗೌಡ, ಶ್ರೀ ರವಿಕುಮಾರ್ ಹಾಗೂ ದೂರುದಾರರಾದ ಶ್ರೀ ಕೆ.ವಿ. ನಂಜುಂಡಪ್ಪ ರವರು ಹಾಜರಾಗಿರುತ್ತಾರೆ. ಎದುರುದಾರರಾದ (ದೇವಾಲಯದ ಹಾಲಿ ಟ್ರಸ್ಟಿಗಳಾದ) ಶ್ರೀಮತಿ ರಾಧಮ್ಮರವರ ಪರವಾಗಿ ವಕೀಲರು ಹಾಜರಾಗಿರುತ್ತಾರೆ. ದೇವಾಲಯದ ಟ್ರಸ್ಟಿಗಳಾದ ಶ್ರೀ ವಿನಯಕುಮಾರ್ ಶರ್ಮರವರು ವಿಚಾರಣೆಗೆ ಹಾಜರಾಗಿರುತ್ತಾರೆ. ದೂರು ಅರ್ಜಿದಾರರು ಹಾಗೂ ಶ್ರೀ ವಿನಯಕುಮಾರ್ ಶರ್ಮ ರವರು ವಿಚಾರಣೆಯಲ್ಲಿ ಹಾಜರಾಗಿ ನೀಡಿರುವ ಹೇಳಿಕೆಯಲ್ಲಿ ದೇವಸ್ಥಾನದ ಆಡಳಿತದಲ್ಲಿ ಹಲವಾರು ಅವ್ಯವಹಾರಗಳು ನಡೆಯುತ್ತಿದ್ದು, ಸಹಾಯಕ ಆಯುಕ್ತರು ನೀಡಿರುವ ವರದಿಯ ಆಧಾರದ ಮೇಲೆ ಶೀಘ್ರವಾಗಿ ದೇವಾಲಯವನ್ನು ಸರ್ಕಾರದ ವಶಕ್ಕೆ ಪಡೆದು, ಸಾರ್ವಜನಿಕ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಯನ್ನು ಸಂರಕ್ಷಿಸಬೇಕೆಂದು ಕೋರಿರುತ್ತಾರೆ.

ದೂರುದಾರರು ಹಾಗೂ ದೇವಸ್ಥಾನದ ಟ್ರಸ್ಟಿಗಳು ಸಲ್ಲಿಸಿರುವ ಲಿಖಿತ ಹೇಳಿಕೆ ಹಾಗೂ ದಾಖಲೆಗಳನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ, ಪ್ರಶ್ನಿತ ದೇವಸ್ಥಾನವು ಖಾಸಗಿ ಟ್ರಸ್ಟಿನ ಅಡಿಯಲ್ಲಿ ನಿರ್ವಹಿಸಲ್ಪಡುತ್ತಿರುವ ಖಾಸಗಿ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಯಾಗಿದ್ದು, ಸದರಿ ದೇವಸ್ಥಾನದ ಆಡಳಿತದಲ್ಲಿ ಹಾಗೂ ಹಣಕಾಸಿನ ನಿರ್ವಹಣೆಯಲ್ಲಿ ದುರುಪಯೋಗ ಆಗುತ್ತಿರುವುದು ಹಾಗೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಯನ್ನು ಅವ್ಯವಸ್ಥಿತ ರೀತಿಯಲ್ಲಿ ನಡೆಸುತ್ತಿರುವುದು ಮೇಲ್ನೋಟಕ್ಕೆ ಕಂಡು ಬಂದಿದ್ದು, ವಾಸ್ತವಾಂಶಗಳನ್ನು ತಿಳಿಯಲು ಇನ್ನೂ ವಿವರವಾದ ತನಿಖೆಯ ಅಗತ್ಯವು ಕಂಡು ಬಂದ ಕಾರಣ ಈ ವಿಚಾರದ ಬಗ್ಗೆ ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಕಾಯ್ದೆ, 1997 ರ ಕಲಂ 43 (6) ರಡಿಯಲ್ಲಿ ಅವಕಾಶವನ್ನು ಕಲ್ಪಿಸಿರುವಂತೆ, ಸೂಕ್ತ ವಿಚಾರಣೆಯನ್ನು ನಡೆಸಿ ಎರಡು ತಿಂಗಳ ಒಳಗಾಗಿ ವಿಚಾರಣಾ ವರದಿಯನ್ನು ಸಲ್ಲಿಸಲು ಅಪರ ಜಿಲ್ಲಾಧಿಕಾರಿ ಮತ್ತು ಉಪ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ, ಬೆಂಗಳೂರು ಜಿಲ್ಲೆ, ಇವರಿಗೆ ಆಯುಕ್ತಾಲಯದ ದಿನಾಂಕ:28.03.2018ರ ಆದೇಶದನ್ವಯ ನಿರ್ದೇಶಿಸಿ ಪ್ರಾಧೀಕರಿಸಲಾಗಿರುತ್ತದೆ.

ಅದರಂತೆ, ಅಪರ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಮತ್ತು ಉಪ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ, ಬೆಂಗಳೂರು ನಗರ ರವರು ಕಾಯ್ದೆಯ ಕಲಂ 43(6)ರಡಿಯಲ್ಲಿ ವಿಚಾರಣೆ ನಡೆಸಿ ದಿನಾಂಕ:18.07.2018ರಂದು ಸಲ್ಲಿಸಿರುವ ವರದಿಯಲ್ಲಿನ ಈ ಕೆಳಕಂಡ ಅಭಿಪ್ರಾಯದೊಂದಿಗೆ ದೇವಾಲಯವನ್ನು ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಅಧಿನಿಯಮ, 1997ರ ಕಲಂ 42 ರಂತೆ ಸದರಿ ಅಧಿನಿಯಮದ ಅಧ್ಯಾಯ-8ರ ನಿಯಂತ್ರಣಕ್ಕೆ ಒಳಪಡತಕ್ಕದ್ದೆಂದು ಘೋಷಿಸುವಂತೆ ಶಿಫಾರಸ್ಸು ಮಾಡಿರುತ್ತಾರೆ.

- ಬೆಂಗಳೂರು ನಗರ, ವಿದ್ಯಾರಣ್ಯಪುರದಲ್ಲಿರುವ ಶ್ರೀ ಕಾಳಿಕಾ ದುರ್ಗಾಪರಮೇಶ್ವರಿ ದೇವಸ್ಥಾನವು ಖಾಸಗಿಯವರು ದಾನವಾಗಿ ನೀಡಿರುವಂತಹ ನಿವೇಶನದಲ್ಲಿ ಸಾರ್ವಜನಿಕರ/ಭಕ್ತಾದಿಗಳ ದೇಣಿಗೆ ಸಂಗ್ರಹಿಸಿ ನಿರ್ಮಿಸಿರುವಂತಹ ದೇವಸ್ಥಾನವಾಗಿರುತ್ತದೆ. ನಿವೇಶನ ಖರೀದಿಸಲು ಅಥವಾ ದೇವಸ್ಥಾನ ನಿರ್ಮಾಣ ಮಾಡಲು ದಿ|| ರಾಮಶಾಸ್ತ್ರಿ, ಪ್ರತಿವಾದಿ ಶ್ರೀಮತಿ ರಾಧಮ್ಮ ಮತ್ತು ಶ್ರೀ ವಿನಯ್ ಕುಮಾರ್ ರವರು ಯಾವುದೇ ಮೂಲಧನವನ್ನು ಭರಿಸಿರುವುದಿಲ್ಲ ಹಾಗೂ ದೇವಸ್ಥಾನ ನಿರ್ಮಾಣಕ್ಕಾಗಿ ಸಂಗ್ರಹಿಸಲಾಗಿರುವ ಕೋಟ್ಯಾಂತರ ರೂಪಾಯಿ ಹಣದ ಬಗ್ಗೆ ಲೆಕ್ಕ ಪತ್ರಗಳನ್ನು ನಿರ್ವಹಿಸಿರುವುದಿಲ್ಲ. 1988 ರಿಂದ ದೇವಾಲಯಕ್ಕೆ ಬಂದಿರುವ ಆದಾಯ ಮತ್ತು ಖರ್ಚುಗಳ ಬಗ್ಗೆಯೂ ಸಹ ಲೆಕ್ಕಪತ್ರಗಳನ್ನು ನಿರ್ವಹಿಸದೇ ಅಕ್ರಮವೆಸಗಿರುತ್ತಾರೆ.
- ಸದರಿ ದೇವಾಲಯದ ವಾರ್ಷಿಕ ಆದಾಯವು ಸುಮಾರು ₹.2.00 ಕೋಟಿಗಿಂತ ಮೇಲ್ಪಟ್ಟಿದ್ದು, ಸಾರ್ವಜನಿಕರು / ಭಕ್ತಾದಿಗಳಿಂದ ಸಂಗ್ರಹವಾಗುವ ಈ ಬೃಹತ್ ಮೊತ್ತದ ಹಣಕಾಸಿನ ವ್ಯವಹಾರವಿರುವ ಸಂಸ್ಥೆಯನ್ನು ಈವರೆವಿಗಿನ ಆದಾಯ-ಖರ್ಚುಗಳ ಲೆಕ್ಕಪತ್ರಗಳನ್ನು ನಿರ್ವಹಿಸದೆ ಖಾಸಗಿಯವರ ವಶದಲ್ಲಿ ಮುಂದುವರಿಸುವುದು ಸೂಕ್ತವಾಗಲಾರದು. ಈ ದೇವಾಲಯದಲ್ಲಿ ಈವರೆವಿಗೆ ಅಮ್ಮನವರಿಗೆ ಸಂಗ್ರಹವಾಗಿರುವ ಚಿನ್ನ ಮತ್ತು ಬೆಳ್ಳಿ ಆಭರಣಗಳ ವಿವರವನ್ನು ಪ್ರತಿವಾದಿಗಳು ವಿಚಾರಣಾ ಸಮಯದಲ್ಲಿ ಹಾಜರುಪಡಿಸಿರುವುದಿಲ್ಲ.
- ಮುಂದುವರೆದು, ಕೋಟ್ಯಾಂತರ ರೂಪಾಯಿ ಬೆಲೆ ಬಾಳುವ ಆಭರಣಗಳಿಗೆ ಅಗತ್ಯ ಭದ್ರತೆಯೊಂದಿಗೆ ಸರ್ಕಾರಿ ಖಜಾನೆ/ಸ್ಟಾಂಕ್ ರೂಂನಲ್ಲಿ ರಕ್ಷಿಸಿ ಆಡಳಿತವನ್ನು ಪಾರದರ್ಶಕ ಹಾಗೂ ಜವಾಬ್ದಾರಿಯುತ ಹೊಣೆಗಾರಿಕೆಯಲ್ಲಿ ನಿರ್ವಹಿಸಬೇಕಾಗಿರುವುದರಿಂದ, ಪ್ರತಿವಾದಿಗಳ ಆಡಳಿತದಿಂದ ವಿಮುಕ್ತಿಗೊಳಿಸಿ, ಸದರಿ ದೇವಾಲಯದ ಆಡಳಿತವನ್ನು ಸರ್ಕಾರದ ನಿಯಂತ್ರಣದಲ್ಲಿ ಇರಿಸಿಕೊಳ್ಳುವುದು ಅವಶ್ಯವಿರುತ್ತದೆ.

ಅಪರ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಮತ್ತು ಉಪ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರ ವರದಿಯನ್ನು ಅವಲೋಕಿಸಿದಾಗ ಪ್ರಸ್ತಾಪಿತ ದೇವಾಲಯವನ್ನು 1988ರಲ್ಲಿ ನಿರ್ಮಿಸಿದ್ದು, 1988ರಿಂದ ಈವರೆವಿಗೆ ದೇವಾಲಯದಲ್ಲಿ ನಡೆದಿರುವ ಹಣಕಾಸಿನ ವ್ಯವಹಾರಣೆ, ದೇವಾಲಯದ ಆದಾಯ ಮತ್ತು ದೇವಾಲಯ ಹೊಂದಿರುವ ಆಸ್ತಿಪಾಸ್ತಿ ಹಾಗೂ ವೆಚ್ಚದ ಬಗ್ಗೆ ಯಾವುದೇ ಮಾಹಿತಿಗಳನ್ನು ದಾಖಲೆಗಳನ್ನು ದೇವಾಲಯದ ಟ್ರಸ್ಟಿನವರು ಹಾಜರುಪಡಿಸಿರುವುದಿಲ್ಲದೇ ಇರುವುದು ಹಾಗೂ ದೇವಾಲಯದ ಟ್ರಸ್ಟಿನವರು ಸಾರ್ವಜನಿಕ ಭಕ್ತಾದಿಗಳಿಂದ ಸ್ವೀಕೃತವಾಗಿರುವ ಹಣಕಾಸಿನ ಆದಾಯ ವೆಚ್ಚದ ಬಗ್ಗೆ ಸಮರ್ಪಕ ಲೆಕ್ಕಪತ್ರಗಳನ್ನು ನಿರ್ವಹಿಸದೆ ಅವ್ಯವಹಾರವನ್ನು ಎಸಗಿರುವುದು, ಸುಮಾರು ಕೋಟ್ಯಾಂತರ ರೂಪಾಯಿಗಳ ಹಣಕಾಸು ಹಾಗೂ ಆಭರಣಗಳ ದುರುಪಯೋಗವಾಗಿರುವುದರಿಂದ ದೇವಾಲಯದ ಆಡಳಿತವು ಅವ್ಯವಸ್ಥಿತವಾಗಿ ನಿರ್ವಹಣೆಯಾಗುತ್ತಿರುವುದು ಮೇಲ್ನೋಟಕ್ಕೆ ಕಂಡು ಬಂದಿರುತ್ತದೆ.

ಆದ್ದರಿಂದ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಬೆಂಗಳೂರು ಉತ್ತರ ತಾಲ್ಲೂಕು, ವಿದ್ಯಾರಣ್ಯಪುರದಲ್ಲಿರುವ ಶ್ರೀ ಕಾಳಿಕಾ ದುರ್ಗಾಪರಮೇಶ್ವರಿ ದೇವಾಲಯವನ್ನು "ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಅಧಿನಿಯಮ, 1997ರ ಕಾಯ್ದೆಯ ಕಲಂ 42 ಮತ್ತು 43

ರನ್ವಯ” ಘೋಷಿತ ಸಂಸ್ಥೆಯನ್ನಾಗಿ ಘೋಷಿಸಿ ಸರ್ಕಾರದ ವಶಕ್ಕೆ ಪಡೆಯಲು ಆದೇಶ ಹೊರಡಿಸುವಂತೆ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರು ಕೋರಿರುತ್ತಾರೆ.

ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಸರ್ಕಾರವು ಪರಿಶೀಲಿಸಿ, ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶಿಸಿದೆ.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಕಂಇ 28 ಮುಅಬಿ 2018; ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 10ನೇ ಆಗಸ್ಟ್, 2018

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಬೆಂಗಳೂರು ಉತ್ತರ ತಾಲ್ಲೂಕು, ವಿದ್ಯಾರಣ್ಯಪುರದಲ್ಲಿರುವ ಶ್ರೀ ಕಾಳಿಕಾ ದುರ್ಗಾಪರಮೇಶ್ವರಿ ದೇವಾಲಯದಲ್ಲಿ ಸಾರ್ವಜನಿಕ ಹಣ ಮತ್ತು ಆಸ್ತಿ ದುರುಪಯೋಗ / ಅವ್ಯವಹಾರದ ಕುರಿತು ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಅಧಿನಿಯಮ, 1997 ರ ಕಲಂ 43(6) ರಡಿಯಲ್ಲಿ ಅಪರ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಮತ್ತು ಉಪ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರು ವಿಚಾರಣೆ ನಡೆಸಿ, ಸದರಿ ವಿಚಾರಣಾ ವರದಿಯಲ್ಲಿ ಸಾರ್ವಜನಿಕ ಹಣ ಮತ್ತು ಆಸ್ತಿ ದುರುಪಯೋಗ/ ಅವ್ಯವಹಾರವಾಗಿರುತ್ತದೆಂದು ವರದಿ ನೀಡಿರುವ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಪ್ರಸ್ತಾಪಿತ ದೇವಾಲಯವನ್ನು ಕಾಯ್ದೆಯ ಕಲಂ 42 ಮತ್ತು 43 ಅನ್ವಯ ಘೋಷಿತ ಸಂಸ್ಥೆಯೆಂದು ಘೋಷಿಸಿ ಆದೇಶಿಸಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆಜ್ಞಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

PR - 401

SC - 25

ಬಿ.ಎಸ್. ನಾಗರತ್ನಮ್ಮ

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,

ಕಂದಾಯ ಇಲಾಖೆ (ಮುಜರಾಯಿ).

ಕಂದಾಯ ಸಚಿವಾಲಯ

ವಿಷಯ : ಶ್ರೀ ಲಕ್ಷ್ಮೀನರಸಿಂಹಸ್ವಾಮಿ ಧರ್ಮ ಸಂಸ್ಥೆ (ಎಸ್.ಎಲ್.ಎನ್.) ಕೋಟೆ, ಬೆಂಗಳೂರು ಈ ಸಂಸ್ಥೆಯನ್ನು ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಿಂದ ಹೊರತುಪಡಿಸಿ, ಪರಿಷ್ಕೃತ ನಿಯಮಗಳನ್ವಯ ಆಡಳಿತ ಸಮಿತಿಯನ್ನು ರೂಪಿಸುವ ಕುರಿತು.

ಓದಲಾಗಿದೆ : (1) ಸರ್ಕಾರಿ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಆರ್‌ಡಿ 77 ಎಂ.ಇ.ಟಿ. 2003, ದಿನಾಂಕ:30.04.2003.

(2) ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ, ಬೆಂಗಳೂರು ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ:ಆರ್‌ಡಿಪಿ/ಟಿಆರ್‌ಐ/87/2012-13 ದಿನಾಂಕ:12.05.2014.

(3) ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ:ಕಂಇ 40 ಮುಸೇವಿ 2014, ದಿನಾಂಕ:14.07.2014.

(4) ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಕಂಇ 40 ಮುಸೇವಿ 2014, ದಿನಾಂಕ:28.07.2014.

(5) ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಕಂಇ 40 ಮುಸೇವಿ 2014, ದಿನಾಂಕ:07.08.2014.

ಪ್ರಸ್ತಾವನೆ:

ಮೇಲೆ ಓದಲಾದ (1)ರ ಅಧಿಸೂಚನೆ ದಿನಾಂಕ:30.04.2003ರಲ್ಲಿ ಬೆಂಗಳೂರು ನಗರ, ಕೋಟೆ ಶ್ರೀ ಲಕ್ಷ್ಮೀನರಸಿಂಹಸ್ವಾಮಿ ಧರ್ಮ ಸಂಸ್ಥೆಯನ್ನು ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಅಧಿನಿಯಮ, 1997ರ (2001ರ ಕರ್ನಾಟಕ ಅಧಿನಿಯಮ ಸಂಖ್ಯೆ:33)ರ ಪ್ರಕರಣ 23 ರಡಿ ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಲ್ಲಿ ಪ್ರಕಟಿಸಲಾಗಿತ್ತು.

ಮೇಲೆ ಓದಲಾದ (2)ರ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರ ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ಬೆಂಗಳೂರು, ಕೋಟೆ ಶ್ರೀ ಲಕ್ಷ್ಮೀನರಸಿಂಹಸ್ವಾಮಿ ಧರ್ಮ ಸಂಸ್ಥೆಯನ್ನು ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಿಂದ ಹೊರತುಪಡಿಸುವ ಕುರಿತು ಹಾಗೂ ಈ ಸಂಸ್ಥೆಯು ಕೋಟಾಂತರ ರೂಪಾಯಿ ಆಸ್ತಿಗಳನ್ನು ಹೊಂದಿದ್ದು, ಸಾರ್ವಜನಿಕ ಆಸ್ತಿ ಸದುಪಯೋಗ ಮಾಡಿ ದಾನಿಗಳ ಇಚ್ಛೆಯಂತೆ ಟ್ರಸ್ಟ್ ಡೀಡ್‌ನ ಉದ್ದೇಶಗಳನ್ನು ಪರಿಣಾಮಕಾರಿಯಾಗಿ ಈಡೇರಿಸುವ ಉದ್ದೇಶದಿಂದ ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಕಾಯ್ದೆ, 1997 ಜಾರಿಗೆ ಪೂರ್ವದಲ್ಲಿ, ನಿಯಮಾವಳಿಗಳ ಮಾದರಿಯಲ್ಲಿ ಹೊಸ ನಿಯಮಾವಳಿಗಳನ್ನು ಜಾರಿಗೆ ತಂದು, ಸರ್ಕಾರದ ಮಿತ ನಿಯಂತ್ರಣದಲ್ಲಿ ಸಂಸ್ಥೆಯ ಆಡಳಿತವನ್ನು ನಡೆಸುವುದು ಸೂಕ್ತವೆಂದು ಅಭಿಪ್ರಾಯಪಟ್ಟು ಸರ್ಕಾರಕ್ಕೆ ಪ್ರಸ್ತಾವನೆ ಸಲ್ಲಿಸಿದ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಮೇಲೆ ಓದಲಾದ (3)ರಲ್ಲಿನ ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆಯಲ್ಲಿ ಶ್ರೀ ಲಕ್ಷ್ಮೀನರಸಿಂಹ ಸ್ವಾಮಿ ಧರ್ಮಸಂಸ್ಥೆಯು ಒಂದು ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆ ಅಥವಾ ದೇವಸ್ಥಾನವಾಗಿರದೇ ಇದ್ದೊಂದು ಧರ್ಮಸಂಸ್ಥೆ ಆಗಿರುವುದರಿಂದ ಮತ್ತು ಅಧಿನಿಯಮದ ಪ್ರಕರಣ 35(1) ರನ್ವಯ “ಒಂದು ಧಾರ್ಮಿಕ ವರ್ಗವು ಸ್ಥಾಪಿಸಿದ, ಸಂಘಟಿಸಿದ, ನಡೆಸುವ ಅಥವಾ ನಿರ್ವಹಿಸುವ ಯಾವುದೇ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆ ಅಥವಾ ಧರ್ಮಾದಾಯ ದತ್ತಿಗೆ ಕಾಯ್ದೆಯ ಅಧ್ಯಾಯ VIII ನ್ನು ಹೊರತುಪಡಿಸಿ, ಉಳಿದ ಉಪಬಂಧಗಳು ಅನ್ವಯವಾಗುವುದಿಲ್ಲ” ಎಂಬ ಉಪಬಂಧವಿರುವುದರಿಂದ, ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಕಾಯ್ದೆ, 1997 ಪ್ರಕರಣ 23 ರನ್ವಯ ಪ್ರಕಟವಾಗಿರುವ ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಿಂದ ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆಯ ಬೆಂಗಳೂರು, ಕೋಟೆ ಶ್ರೀ ಲಕ್ಷ್ಮೀನರಸಿಂಹಸ್ವಾಮಿ ಧರ್ಮ ಸಂಸ್ಥೆಯನ್ನು ಹೊರತುಪಡಿಸಿ ಆದೇಶಿಸಲಾಗಿತ್ತು.

ಮೇಲೆ ಓದಲಾದ (4)ರಲ್ಲಿ, ಬೆಂಗಳೂರು ನಗರ, ಕೋಟೆ ಶ್ರೀ ಲಕ್ಷ್ಮೀನರಸಿಂಹಸ್ವಾಮಿ ಧರ್ಮ ಸಂಸ್ಥೆಗೆ, ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಕಾಯ್ದೆ, 1997 ಜಾರಿಗೆ ಬರುವ ಪೂರ್ವದಲ್ಲಿದ್ದ ನಿಯಮಾವಳಿಗಳ ಮಾದರಿಯಲ್ಲಿ ಹೊಸ ಪರಿಷ್ಕೃತ ನಿಯಮಾವಳಿಗಳನ್ನು ರಚಿಸಿ, ಅನುಮೋದಿಸಿ ಆದೇಶಿಸಲಾಗಿತ್ತು.

ಸದರಿ ನಿಯಮಗಳನ್ವಯ ಮೇಲೆ ಓದಲಾದ (5)ರ ಆದೇಶದಲ್ಲಿ ನಾಲ್ಕು ವರ್ಷಗಳ ಅವಧಿಗೆ ಆಡಳಿತ ಸಮಿತಿಯನ್ನು ರಚಿಸಲಾಗಿತ್ತು. ಸದರಿ ಸಮಿತಿಯ ಆಡಳಿತ ಅವಧಿಯು ದಿನಾಂಕ:07.08.2018ಕ್ಕೆ ಮುಕ್ತಾಯವಾಗಿದ್ದು, ಶ್ರೀ ಲಕ್ಷ್ಮೀ ನರಸಿಂಹಸ್ವಾಮಿ ಧರ್ಮ ಸಂಸ್ಥೆಯ ಆಡಳಿತ ಸಮಿತಿ ನಿಯಮ 4ರನ್ವಯ ಹೊಸ ಸದಸ್ಯರ ಆಡಳಿತ ಸಮಿತಿಯನ್ನು ರಚಿಸಲು ಸರ್ಕಾರವು ತೀರ್ಮಾನಿಸಿದೆ. ಅದರಂತೆ ಈ ಆದೇಶ.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಕಂಇ 76 ಮುಸೇವಿ 2018, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 10ನೇ ಆಗಸ್ಟ್, 2018

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಬೆಂಗಳೂರು ನಗರ, ಕೋಟೆ ಶ್ರೀ ಲಕ್ಷ್ಮೀ ನರಸಿಂಹಸ್ವಾಮಿ ಧರ್ಮ ಸಂಸ್ಥೆಗೆ, ಕರ್ನಾಟಕ ಹಿಂದೂ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಮತ್ತು ಧರ್ಮಾದಾಯ ದತ್ತಿಗಳ ಕಾಯ್ದೆ, 1997 ಜಾರಿಗೆ ಬರುವ ಪೂರ್ವದಲ್ಲಿದ್ದ ನಿಯಮಾವಳಿಗಳ ಮಾದರಿಯಲ್ಲಿ ಹೊಸ ಪರಿಷ್ಕೃತ ನಿಯಮಾವಳಿಗಳನ್ನು ರೂಪಿಸಿ ಆದೇಶಿಸಿರುವಂತೆ, ಆಡಳಿತ ಸಮಿತಿಯ ನಿಯಮ 4ರನ್ವಯ ದಿನಾಂಕ:10.08.2018ರಿಂದ ಜಾರಿಗೆ ಬರುವಂತೆ

ಮುಂದಿನ 04 ವರ್ಷಗಳ ಅವಧಿಗೆ ಅಥವಾ ಮುಂದಿನ ಆದೇಶದವರೆಗೆ ಯಾವುದು ಮೊದಲೋ ಅಲ್ಲಿಯವರೆಗೆ ಈ ಕೆಳಕಂಡಂತೆ ಆಡಳಿತ ಸಮಿತಿಯನ್ನು ರಚಿಸಿ ಆದೇಶಿಸಿದೆ.

ಕ್ರ.ಸಂ.	ಹೆಸರು	ವಿಳಾಸ	ಹುದ್ದೆ
ಜ್ಯೋತಿನಗರ ವೈಶ್ಯ ಸಮುದಾಯದ ಸದಸ್ಯರು - 07			
1.	ಶ್ರೀ ಎ. ಕೆಂಪಣ್ಣ ಶೆಟ್ಟಿ, ಬಿ.ಕಾಂ. ಬಿನ್ ಲೇ: ಅರಸಪ್ಪ ಚೆಟ್ಟಿ	ನಂ.425, ಕಾವೇರಿ ನಗರ, ಆರ್.ಟಿ. ನಗರ ಅಂಚೆ, ಬೆಂಗಳೂರು	ಅಧ್ಯಕ್ಷರು
2.	ಶ್ರೀ ವಿ.ಎನ್.ಅರುಣ್ ಕುಮಾರ್, ಬಿ.ಇ.ಎಂ.ಎಸ್. ಬಿನ್ ಶ್ರೀ ಎ.ಆರ್. ನಾಗರಾಜ್	ನಂ.299, 17ನೇ ಮುಖ್ಯರಸ್ತೆ, 4ನೇ 'ಟಿ' ಬ್ಲಾಕ್, ಜಯನಗರ, ಬೆಂಗಳೂರು-560041	ಸದಸ್ಯರು
3.	ಶ್ರೀ ಡಿ. ಲಕ್ಷ್ಮೀನಾರಾಯಣ ಬಿನ್ ಲೇಟ್ ದಾಸಪ್ಪ	ಬಿಡದಿ ಗ್ರಾಮ, ರಾಮನಗರ ತಾಲ್ಲೂಕು ರಾಮನಗರ ಜಿಲ್ಲೆ.	ಸದಸ್ಯರು
4.	ಶ್ರೀ ಜೆ.ಪಿ. ರಾಧಾಕೃಷ್ಣ, ಬಿ.ಇ. ಬಿನ್ ಲೇಟ್ ಜಿ.ಎಸ್. ಪಟ್ಟಾಭಿರಾಮಯ್ಯ	ನಂ.1942, ಸೌತ್ ಎಂಡ್, ಡಿ. ಕ್ರಾಸ್, 9ನೇ ಬ್ಲಾಕ್, ಜಯನಗರ, ಬೆಂಗಳೂರು-560069	ಸದಸ್ಯರು
5.	ಶ್ರೀ ಎಂ.ಎಸ್. ಮುನಿರಾಜು, ಬಿ.ಟಿ.ಎಂ. ವಿಧಾನಸಭಾ ಕ್ಷೇತ್ರ	ನಂ.22/2, 1ನೇ ಕ್ರಾಸ್, 3ನೇ ಮುಖ್ಯರಸ್ತೆ, ಲಾಲ್‌ಜಿ ನಗರ, ಲಕ್ಕಸಂದ್ರ, ಬೆಂಗಳೂರು	ಸದಸ್ಯರು
6.	ಶ್ರೀ ಪ್ರಮೋದ್, ಬಿ.ಬಿ.ಎಂ.ಪಿ. ಸದಸ್ಯರು ಬಿನ್ ಶ್ರೀ ಆರ್. ದೇವಾನಂದ್	ನಂ.351, ಕುವೆಂಪು ರಸ್ತೆ, ಕೆಂಗೇರಿ, ಬೆಂಗಳೂರು ದಕ್ಷಿಣ - 560060	ಸದಸ್ಯರು
7.	ಶ್ರೀ ಟಿ.ಎಂ. ರಾಮಶೆಟ್ಟಿ, ಬಿನ್ ಶ್ರೀ ಮುನಿಸ್ವಾಮಿ ಶೆಟ್ಟಿ	ನಂ.111, 3ನೇ ಅಡ್ಡ ರಸ್ತೆ, ಪೈಪ್‌ಲೈನ್ ಲೇಔಟ್, ಹುಳಿಮಾವು, ಬೆಂಗಳೂರು	ಸದಸ್ಯರು
ಇತರೆ ಸಮುದಾಯದ ಸದಸ್ಯರು - 03			
8.	ಪ್ರೊ: ಟಿ. ಮಾರ್ಕಂಡಾನಂದ ಬಿನ್ ಶ್ರೀ ತಿಪ್ಪಣ್ಣ,	ನಂ.509, 7ನೇ ಕ್ರಾಸ್, 10ನೇ ಮುಖ್ಯರಸ್ತೆ, ಹೆಚ್.ಎ.ಎಲ್. 3ನೇ ಹಂತ, ಬೆಂಗಳೂರು-560072	ಇತರೆ
9.	ಶ್ರೀ ಅಮರ್‌ನಾಥನ್, ವಕೀಲರು,	ಎಫ್-5, 1ನೇ ಮಹಡಿ, ಕೆ.ಸಿ.ಡಿ. ಕಾಂಪ್ಲೆಕ್ಸ್, ಸಿ.ಎಸ್.ಐ. ಕಾಂಪೌಂಡ್, ಮಿಷನ್ ರೋಡ್, ಬೆಂಗಳೂರು- 560027	ಇತರೆ
10.	ಶ್ರೀಮತಿ ಎಸ್. ಅರುಣಾಕುಮಾರಿ, ಬಿ.ಎಸ್.ಸಿ., ಎಲ್.ಎಲ್.ಬಿ.	ನಂ.61/3ಎ, ವಿ.ಕೆ.ಪಿ. ಸಾದಾನ, ಎನ್.ಟಿ.ಇ. ಬಸ್ ನಿಲ್ದಾಣದ ಹತ್ತಿರ, ಭೂಪಸಂದ್ರ ಮುಖ್ಯ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560094	ಇತರೆ

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆಜ್ಞಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಬಿ.ಎಸ್. ನಾಗರತ್ನಮ್ಮ

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,

ಕಂದಾಯ ಇಲಾಖೆ (ಮುಜರಾಯಿ).

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ಕಂದಾಯ ಸಚಿವಾಲಯ

ಸುತ್ತೋಲೆ

ಸಂಖ್ಯೆ ಕಂಇ 55 ಮುಆಬಿ 2018, ಬೆಂಗಳೂರು, ದಿನಾಂಕ : 06.08.2018.

ವಿಷಯ : ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆಯ ಆಡಳಿತ ಮತ್ತು ನಿಯಂತ್ರಣಕ್ಕೊಳಪಟ್ಟ ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳಿಗೆ ಸೇರಿದ ಸ್ಥಿರಾಸ್ತಿಗಳನ್ನು ಇಲಾಖಾ ಅನುಮತಿ ಇಲ್ಲದೇ ಪರಭಾರೆ ಮಾಡದಿರಲು ನಿರ್ದೇಶನಗಳನ್ನು ನೀಡುವ ಕುರಿತು.

ರಾಜ್ಯ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆಯ ಆಡಳಿತ ಮತ್ತು ನಿಯಂತ್ರಣಕ್ಕೊಳಪಟ್ಟ ದೇವಾಲಯಗಳು/ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳು ಪುರಾತನ ದೇವಾಲಯಗಳಾಗಿದ್ದು, ಈ ದೇವಾಲಯಗಳ ಒಡೆತನದಲ್ಲಿರುವ ಜಮೀನುಗಳು ಇನಾಂ/ಇನಾಂಯೇತರ ಜಮೀನುಗಳಾಗಿದ್ದು, ಈ ಜಮೀನುಗಳು ಹಂತ ಹಂತವಾಗಿ ವಿವಿಧ ಇನಾಂ ರದ್ದಿಯಾತಿ ಕಾಯ್ದೆ/ಇತರೇ ಕಾಯ್ದೆಗಳನ್ವಯ ಸರ್ಕಾರದಲ್ಲಿ ನಿಹಿತವಾಗಿವೆ. ಅಲ್ಲದೆ ದೇವಾಲಯಗಳಿಗೆ ದಾನಿಗಳಿಂದ ದಾನವಾಗಿ ಬಂದಂತಹ ಮತ್ತು ದೇವಾಲಯದ ಉಪಯೋಗಕ್ಕಾಗಿ ಸರ್ಕಾರಿ ಜಮೀನುಗಳನ್ನು ಕಾಯ್ದಿರಿಸಿದ ಪ್ರಕರಣಗಳು ಸಹ ಇವೆ.

ವಿವಿಧ ಇನಾಂ ರದ್ದಿಯಾಗಿ ಕಾಯ್ದೆ/ಇತರೇ ಕಾಯ್ದೆಗಳಲ್ಲಿ ಅವಕಾಶ ಕಲ್ಪಿಸಿರುವಂತೆ ಈ ಕಾಯ್ದೆಗಳು ಅಸ್ತಿತ್ವಕ್ಕೆ ಬಂದ ಸಮಯದಲ್ಲಿ ಪ್ರಸ್ತಾಪಿತ ಜಮೀನುಗಳನ್ನು ಉಳುಮೆ ಮಾಡುತ್ತಿದ್ದವರನ್ನು ಅಧಿಭೋಗದಾರರನ್ನಾಗಿ ಭೂ ನ್ಯಾಯ ಮಂಡಳಿಗಳು ಆದೇಶಿಸಿವೆ.

ಮುಂದುವರೆದು, ದೇವಾಲಯಗಳ ಒಡೆತನದಲ್ಲಿದ್ದ ಜಮೀನುಗಳನ್ನು ಈ ಹಿಂದೆ ಸರ್ಕಾರವು ಪಂಚಸಾಲ ಗುತ್ತಿಗೆ ಮತ್ತು ಏಕಸಾಲ ಗುತ್ತಿಗೆ ಆಧಾರದಲ್ಲಿ ನೀಡುತ್ತಿತ್ತು, ಇಂತಹ ಜಮೀನುಗಳನ್ನು ಅಧಿಭೋಗದಾರರಿಗೆ ಮಂಜೂರು ಮಾಡಿರುವುದು ಮತ್ತು ದೇವಾಲಯಗಳಿಗೆ ದಾನಿಗಳು ದಾನವಾಗಿ ನೀಡಿರುವಂತಹ ಜಮೀನುಗಳು ಗೇಣಿ ಶಾಸನಕ್ಕೆ ಒಳಪಡದಿದ್ದರೂ ಸಹ ಅಧಿಭೋಗದಾರರಿಗೆ ಮಂಜೂರು ಮಾಡಲಾಗಿರುತ್ತದೆ.

ಆದುದರಿಂದ ಇಂತಹ ಪ್ರಕರಣಗಳನ್ನು ತಡೆಹಿಡಿಯುವ ಸಲುವಾಗಿ ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆಯ ಆಡಳಿತ ಮತ್ತು ನಿಯಂತ್ರಣಕ್ಕೊಳಪಟ್ಟ ದೇವಸ್ಥಾನಗಳು ಮತ್ತು ಧಾರ್ಮಿಕ ಸಂಸ್ಥೆಗಳಿಗೆ ಸೇರಿದ ಆಸ್ತಿಗಳ ಸಂಬಂಧ ಯಾವುದೇ ವ್ಯವಹರಣೆಯನ್ನು/ಕ್ರಮಗಳನ್ನು ಅನುಸರಿಸುವ ಮೊದಲು ಸಂಬಂಧಪಟ್ಟ ಪ್ರಾಧಿಕಾರವು ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರ ಅಭಿಪ್ರಾಯ/ಪೂರ್ವಾನುಮತಿ/ಗಮನಕ್ಕೆ ತರತಕ್ಕದ್ದೆಂದು, ರಾಜ್ಯದ ಎಲ್ಲಾ ಪ್ರಾದೇಶಿಕ ಆಯುಕ್ತರಿಗೆ, ಜಿಲ್ಲಾಧಿಕಾರಿಗಳಿಗೆ, ಉಪ ವಿಭಾಗಾಧಿಕಾರಿಗಳಿಗೆ, ಉಪ-ನೋಂದಣಾಧಿಕಾರಿಗಳಿಗೆ, ಸಹಾಯಕ ಆಯುಕ್ತರಿಗೆ, ತಹಶೀಲ್ದಾರ್‌ಗಳಿಗೆ ಇನ್ನಿತರೆ ಎಲ್ಲಾ ಸಂಬಂಧಪಟ್ಟ ಪ್ರಾಧಿಕಾರಗಳಿಗೆ ನಿರ್ದೇಶನ ನೀಡಿದೆ.

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ಬಿ.ಎಸ್. ನಾಗರತ್ನಮ್ಮ

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,

ಕಂದಾಯ ಇಲಾಖೆ (ಮುಜರಾಯಿ).

ಕೌಶಲ್ಯಾಭಿವೃದ್ಧಿ, ಉದ್ಯಮಶೀಲತೆ ಮತ್ತು ಜೀವನೋಪಾಯ ಸಚಿವಾಲಯ

ವಿಷಯ : ವೃತ್ತಿ ತರಬೇತಿ ಸಂಸ್ಥೆಗಳ ಸ್ಥಳ ತಪಾಸಣೆ ಕೈಗೊಂಡು ತರಬೇತಿಯನ್ನು ಪ್ರಾರಂಭಿಸುವ ಕುರಿತು.

ಓದಲಾಗಿದೆ : ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ. ಕೌಲುಜೀಇ 88 ಕೌಗುಇ 2017, ದಿನಾಂಕ. 25.01.2018.

ಪ್ರಸ್ತಾವನೆ:

ಮೇಲೆ ಓದಲಾದ ಕ್ರಮ ಸಂಖ್ಯೆ (1) ರಲ್ಲಿ ಕೌಶಲ್ಯಾಭಿವೃದ್ಧಿ, ಉದ್ಯಮಶೀಲತೆ ಮತ್ತು ಜೀವನೋಪಾಯ ಇಲಾಖೆಯ ಕ್ಷೇತ್ರ ಇಲಾಖೆ / ಸಂಸ್ಥೆಗಳ ಅಧಿಕಾರಿಗಳನ್ನೊಳಗೊಂಡ ಜಿಲ್ಲಾವಾರು ತಪಾಸಣಾ ತಂಡವನ್ನು ನಿಬಂಧನೆಗಳನ್ನೊಳಗೊಂಡಂತೆ ರಚಿಸಿ ಆದೇಶ ಹೊರಡಿಸಲಾಗಿರುತ್ತದೆ. ಸದರಿ ಆದೇಶವನ್ನು ಮಾರ್ಪಡಿಸಿ ಈ ಕೆಳಕಂಡ ನಿಬಂಧನೆಗಳನ್ನೊಳಗೊಂಡಂತೆ ಪರಿಷ್ಕೃತ ಆದೇಶ.

ಸರ್ಕಾರಿ ಆದೇಶ ಸಂ: ಕೌಲುಜೀಇ 88 ಕೌಗುಇ 2017, ಬೆಂಗಳೂರು, ದಿನಾಂಕ : 16.08.2018.

ಮೇಲಿನ ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ : ಕೌಲುಜೀಇ 88 ಕೌಗುಇ 2017, ದಿನಾಂಕ : 25.01.2017 ನ್ನು ಮಾರ್ಪಡಿಸಿ ವೃತ್ತಿ ತರಬೇತಿ ಸಂಸ್ಥೆಗಳ ತಪಾಸಣಾ ತಂಡ ಹಾಗೂ ತಂಡದ ಅಧಿಕಾರಿಗಳಿಗೆ ನೀಡುವ ದಿನಭತ್ಯೆ, ಪ್ರವಾಸ ಭತ್ಯೆಯನ್ನು ಅನುಬಂಧದಲ್ಲಿರುವಂತೆ ಪರಿಷ್ಕರಿಸಲಾಗಿದೆ. ಸದರಿ ತಪಾಸಣಾ ತಂಡವು ತಪಾಸಣಾ ಅವಧಿಯಲ್ಲಿ ಈ ಕೆಳಕಂಡ ನಿಬಂಧನೆಗಳನ್ವಯ ತಪಾಸಣೆ ಕೈಗೊಳ್ಳಲು ಆದೇಶಿಸಿದೆ.

1. ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು, ಕೌಶಲ್ಯ ಮಿಷನ್ ಇವರು ಜಿಲ್ಲಾ ಕೌಶಲ್ಯಾಭಿವೃದ್ಧಿ ಕಛೇರಿಗಳಿಗೆ ವಿವಿಧ ವಿಭಾಗಗಳ ಆಧಾರದ ಮೇಲೆ ಮಾಹೆಮಾರು ತಪಾಸಣಾ / ಪರಿವಿಕ್ಷಣಾ ಗುರಿಗಳನ್ನು ನಿಗದಿಪಡಿಸಲಾಗುವುದು.
 - i. ತರಬೇತಿ ಸಂಸ್ಥೆ ಮತ್ತು ಕೇಂದ್ರಗಳ ಹೊಸ ಮಾನ್ಯತೆ ಪಡೆಯುವ ಪ್ರಸ್ತಾವನೆಗಳು ಹಾಗೂ ಬಾಕಿ ಪ್ರಕರಣಗಳು.
 - ii. ತಿರಸ್ಕೃತಗೊಂಡ ತರಬೇತಿ ಸಂಸ್ಥೆ / ಕೇಂದ್ರಗಳು ಮರು ಅರ್ಜಿ ಸಲ್ಲಿಸಿರುವ ಹಾಗೂ ಪರಿಷ್ಕೃತ ಅರ್ಜಿ ಸಲ್ಲಿಸುವ ಕುರಿತು.
 - iii. ಅಧಿಕಾರಯುಕ್ತ ಸಮಿತಿಯು ಒಪ್ಪಿರುವ ತರಬೇತಿ ಸಂಸ್ಥೆ ಮತ್ತು ಕೇಂದ್ರಗಳ ವಿಶೇಷ ಪ್ರಕರಣಗಳು.
 - iv. ತರಬೇತಿ ಸಂಸ್ಥೆ ಮತ್ತು ಕೇಂದ್ರಗಳ ದೂರು ಹಾಗೂ ಸಾರ್ವಜನಿಕ ಕುಂದು ಕೊರತೆಗಳ ಬಗ್ಗೆ.
 - v. ತರಬೇತಿ ಕಾರ್ಯಕ್ರಮಗಳ ಮೇಲುಸ್ತುವಾರಿಯನ್ನು ಕೆಳಕಂಡಂತೆ ಕೈಗೊಳ್ಳುವುದು.
 1. ತರಬೇತಿ ಪ್ರಾರಂಭವಾದ ನಂತರದ ಮೊದಲನೆಯ ತಪಾಸಣೆ.
 2. ಶೇ. 50% ರಷ್ಟು ತರಬೇತಿ ಮುಗಿದ ನಂತರದ ಎರಡನೆಯ ತಪಾಸಣೆ.
 3. ತರಬೇತಿ ಪೂರ್ಣಗೊಂಡು ಅಭ್ಯರ್ಥಿಗಳ ಮೌಲ್ಯ ಮಾಪನ ಮತ್ತು ಪ್ರಮಾಣೀಕರಣ ಮುಗಿದ ನಂತರದಲ್ಲಿ ಮೂರನೆಯ ತಪಾಸಣೆ.
2. ಜಿಲ್ಲಾ ಕೌಶಲ್ಯಾಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಯವರು ತಪಾಸಣೆ ಕೈಗೊಳ್ಳಲು ಮಾಹೆಯಾನ ಪಟ್ಟಿ ತಯಾರಿಸುವುದು ಹಾಗೂ ಪ್ರತಿ ತಪಾಸಣೆಯನ್ನು ಒಂದು ವಾರದೊಳಗೆ ಕೈಗೊಳ್ಳುವುದನ್ನು ಖಚಿತಪಡಿಸಿಕೊಂಡು ತಪಾಸಣಾ ವರದಿಯನ್ನು ಆನ್ ಲೈನ್ ಮೂಲಕ ಹಾಗೂ ಇದರ ಒಂದು ಹಾರ್ಡ್ ಪ್ರತಿಯನ್ನು ಕೌಶಲ್ಯ ಮಿಷನ್‌ಗೆ ಕಳುಹಿಸುವುದು.
3. ಜಿಲ್ಲಾ ಕೌಶಲ್ಯಾಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿಯವರು ಮಾಸಿಕ ಪ್ರಗತಿಯನ್ನು ವಿಮರ್ಶಿಸಿ ನಿರ್ದೇಶಕರು ಕೌಶಲ್ಯ ಮಿಷನ್‌ಗೆ ಕಳುಹಿಸುವುದು ಹಾಗೂ ಇದರ ಪ್ರತಿಯನ್ನು ಸರ್ಕಾರಕ್ಕೆ ಸಲ್ಲಿಸುವುದು. ನಿರ್ದೇಶಕರು, ಕೌಶಲ್ಯ ಮಿಷನ್‌ರವರು ಕ್ರೋಢೀಕೃತ ಮಾಸಿಕ ಪ್ರಗತಿಯ ವರದಿಯನ್ನು ಸಹ ಸರ್ಕಾರಕ್ಕೆ ಸಲ್ಲಿಸುವುದು.

4. ತಪಾಸಣಾ ತಂಡದಲ್ಲಿರುವ ಅಧಿಕಾರಿಗಳಲ್ಲಿ ಹಿರಿಯ ಅಧಿಕಾರಿಯು ತಂಡದ ಟೀಮ್ ಲೀಡ್ ಆಗಿರತಕ್ಕದ್ದು, ಟೀಮ್ ಲೀಡ್ ಇಲ್ಲದ ಪಕ್ಷದಲ್ಲಿ ತಪಾಸಣಾ ಪ್ರಕ್ರಿಯೆಯು ನಿರಂತರವಾಗಿ ನಡೆಯಬೇಕಾಗಿರುವುದರಿಂದ ಪರ್ಯಾಯ ತಂಡದವರು ಕಾರ್ಯ ವಹಿಸುವುದು.
5. ಎನ್.ಆರ್.ಎಲ್.ಎಮ್ ಹಾಗೂ ಎನ್.ಯು.ಎಲ್.ಎಮ್ ನ ತಜ್ಞರನ್ನು ಹಾಗೂ ಉದ್ಯೋಗ ವಿನಿಮಯ ಕೇಂದ್ರದ ಕಾರ್ಯನಿರ್ವಾಹಕರು ಮತ್ತು ಸಮಾಲೋಚಕರು, ವಿದ್ಯಾಪೀಠದ ಅಧಿಕಾರಿಗಳು ಪರ್ಯಾಯವಾಗಿ ಸಹಾಯಕರು ತಂಡದ ಸದಸ್ಯರಾಗಿರುತ್ತಾರೆ. ಸದರಿಯವರಿಗೆ ನಿಯಮಗಳ ಪ್ರಕಾರ ಪ್ರಯಾಣ ಮತ್ತು ದಿನಭತ್ಯೆಯನ್ನು ನೀಡತಕ್ಕದ್ದು. ಇವರಿಗೆ ಪೋಟೋ ಗುರುತಿನ ಚೀಟಿ / ಸ್ಮಾರ್ಟ್ ಕಾರ್ಡ್‌ನ್ನು ನೀಡುವುದು. ಈ ಸ್ಮಾರ್ಟ್ ಕಾರ್ಡ್ ಗುರುತಿನ ಚೀಟಿಯು ಜಿ.ಪಿ.ಎಸ್. ಟ್ರಾಕರ್ ಮತ್ತು 64ಕೆಬಿ ಚಿಪ್‌ನ್ನು ಒಳಗೊಂಡಿದ್ದು, ಕೌಶಲ್ಯಾಭಿವೃದ್ಧಿ ಇಲಾಖೆಯ ಗುತ್ತಿಗೆ ಹಾಗೂ ಖಾಯಂ ನೌಕರರಿಗೆ ನೀಡುವುದು.
6. ತಪಾಸಣೆ ಕೈಗೊಳ್ಳಲು ತಂಡಗಳಿಗೆ Tabs with detachable keyboard ಹಾಗೂ GPS enabled Sim ನ್ನು ಒದಗಿಸಲಾಗುವುದು.
7. ಐಟಿಐ, ಜಿಟಿಟಿಐ ಮತ್ತು ಕೆಜಿಟಿಟಿಐ ಗಳಲ್ಲಿ ಕಛೇರಿ ವೇಳೆಯ ನಂತರ ತರಬೇತಿಯನ್ನು ನಡೆಸಲು ಕ್ರಮ ಕೈಗೊಳ್ಳುವುದು. (ಮಧ್ಯಾಹ್ನ 3.30 ರಿಂದ ಸಂಜೆ 7.30 ರವರೆಗೆ)
8. ತರಬೇತಿ ಸಂಸ್ಥೆಯನ್ನು ಕೆ.ಎಸ್.ಡಿ.ಸಿ.ಯಲ್ಲಿ ನಿರ್ಮಾಣ ಮಾಡುವುದು ಹಾಗೂ ಸಿಡಾಕ್, ಕೌಶಲ್ಯಾ ಶಾಲೆ ಹಾಗೂ ಮೊಕ್ಷಗುಂಡಂ ಮಾಸ್ಟರ್ ಟ್ರೇನಿಂಗ್ ಸೆಂಟರ್‌ಗಳ ಪ್ರಾದೇಶಿಕ ಕೇಂದ್ರಗಳಲ್ಲಿ ತರಬೇತಿಯನ್ನು ನೀಡುವುದು.
9. ಐಟಿಐ, ಜಿಟಿಟಿಐ ಮತ್ತು ಕೆಜಿಟಿಟಿಐ, ವಿದ್ಯಾಪೀಠ, ಸರ್ಕಾರೇತರ ಕೌಶಲ್ಯ ಕೇಂದ್ರಗಳಲ್ಲಿನ ಸಲಕರಣೆಗಳು, ಕ್ಯಾಡ್ / ಕ್ಯಾಮ್ ಗಳನ್ನು ಜಿಯೋಟ್ಯಾಗ್ರಿಂಗ್ ಮಾಡುವುದು.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ.

PR - 404

SC - 100

ಈರಣ್ಣ

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಕೌಶಲ್ಯಾಭಿವೃದ್ಧಿ, ಉದ್ಯಮಶೀಲತೆ ಮತ್ತು
ಜೀವನೋಪಾಯ ಇಲಾಖೆ.

ಸಿಬ್ಬಂದಿ ಮತ್ತು ಆಡಳಿತ ಸುಧಾರಣೆ ಸಚಿವಾಲಯ

- ವಿಷಯ :** ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯನ್ನು ಪುನರ್ ರಚಿಸುವ ಬಗ್ಗೆ.
- ಓದಲಾಗಿದೆ :**
1. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 19 ಈಸಪ 2013, ದಿ: 17.12.2013.
 2. ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಜಿಇಎ/4423/2014-15, ದಿನಾಂಕ: 04-05-2015.
 3. ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಜಿಇಎ/4740/2015-16, ದಿನಾಂಕ: 28-05-2015.
 4. ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಜಿಇಎ/4788/2015-16, ದಿನಾಂಕ: 06-06-2015.
 5. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಸಿಆಸುಇ 24 ಈಕಾಅ 2015, ದಿನಾಂಕ: 17-06-2015.
 6. ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಜಿಇಎ/632/2016-16, ದಿ: 19-07-2016.
 7. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಸಿಆಸುಇ 24 ಈಕಾಅ 2015, ದಿನಾಂಕ: 23-09-2016.
 8. ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಜಿಇಎ/471/2018-19, ದಿ: 10-07-2018.

ಪ್ರಸ್ತಾವನೆ :

ಮೇಲೆ ಓದಲಾದ (1)ರ ಸರ್ಕಾರಿ ಆದೇಶದಲ್ಲಿ ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯನ್ನು ಎರಡು ವರ್ಷದವರೆಗೆ ಪುನರ್ ರಚಿಸಿ ಆದೇಶ ಹೊರಡಿಸಲಾಗಿತ್ತು.

ಮೇಲೆ ಓದಲಾದ (2) ಮತ್ತು (3)ರ ಪತ್ರಗಳಲ್ಲಿ ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು ಇವರು ಸರ್ಕಾರದ ಆದೇಶದನ್ವಯ ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯನ್ನು ಎರಡು ವರ್ಷಗಳ ಅವಧಿಗೆ ರಚಿಸಲಾಗಿದ್ದು, ಈ ಆದೇಶದಲ್ಲಿ ಕೆಲವು ಸಮಿತಿ ಸದಸ್ಯರು ಸೇವಾ ನಿವೃತ್ತಿಯನ್ನು ಹೊಂದಿರುವುದಾಗಿ ತಿಳಿಸಿ, ಸಮಿತಿಗೆ ನೂತನ ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿಗಳು ಹಾಗೂ ನೂತನ ಸದಸ್ಯರನ್ನೊಳಗೊಂಡ 14 ಜನರ ನೌಕರರ ಸಂಘದ ಪ್ರತಿನಿಧಿಗಳ ಹೆಸರುಗಳನ್ನು ತಿಳಿಸಿ ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯನ್ನು ಪುನರ್ ರಚಿಸುವಂತೆ ಸರ್ಕಾರವನ್ನು ಕೋರಿರುತ್ತಾರೆ.

ಮೇಲೆ ಓದಲಾದ (4)ರ ಪತ್ರದಲ್ಲಿ ಹಿಂದಿನ ಆದೇಶಗಳ ಪ್ರಕಾರ ಹೆಚ್ಚುವರಿ ಪ್ರತಿನಿಧಿಗಳ ಸೇರ್ಪಡೆಗೆ ಅವಕಾಶವಿಲ್ಲದಿರುವ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಇಬ್ಬರು ಪ್ರತಿನಿಧಿಗಳ ಹೆಸರುಗಳನ್ನು ಕೈಬಿಟ್ಟು ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿ ಪುನರ್ ರಚನೆ ಆದೇಶವನ್ನು ಹೊರಡಿಸುವಂತೆ ಸರ್ಕಾರವನ್ನು ಕೋರಿರುತ್ತಾರೆ.

ಮೇಲೆ ಓದಲಾದ (5)ರ ಆದೇಶದಲ್ಲಿ, ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ:ಸಿಆಸುಇ 19 ಈಸಪ 2013, ದಿ: 17-12-2013ರಲ್ಲಿ ಪುನರ್ ರಚಿಸಲಾದ ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯನ್ನು ರದ್ದುಗೊಳಿಸಿ, ಮತ್ತೊಮ್ಮೆ ಸದರಿ ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿ ಪುನರ್ ರಚಿಸಿ ಆದೇಶ ಹೊರಡಿಸಲಾಗಿತ್ತು.

ಮೇಲೆ ಓದಲಾದ (6) ರ ಪತ್ರದಲ್ಲಿ, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು ಇವರು ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯಲ್ಲಿ ಸಂಘದ ಪ್ರತಿಯೊಬ್ಬರು ವಯೋನಿವೃತ್ತಿ ಹೊಂದಿದ್ದರಿಂದ ಅವರ ಬದಲಾಗಿ ಶ್ರೀ ಮಾಲತೇಶ ವೈ.ಅಣ್ಣಿಗೇರಿ, ಹಿರಿಯ ಮೋಟಾರು ವಾಹನ ನಿರೀಕ್ಷಕರು, ಪ್ರಾದೇಶಿಕ ಸಾರಿಗೆ ಅಧಿಕಾರಿಗಳ ಕಛೇರಿ, ಜಯನಗರ, ಬೆಂಗಳೂರು ಇವರನ್ನು ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯ ಸದಸ್ಯರನ್ನಾಗಿ ಸೇರ್ಪಡೆ ಮಾಡಿ ಆದೇಶಿಸುವಂತೆ ಕೋರಿದ್ದರ ಮೇರೆಗೆ ಮೇಲೆ ಓದಲಾದ (7) ರ ಆದೇಶದಲ್ಲಿ ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯ ವಯೋನಿವೃತ್ತಿಯಿಂದ ತೆರವಾದ ಸದಸ್ಯರ ಸದಸ್ಯತ್ವವನ್ನು ರದ್ದುಪಡಿಸಿ, ಆ ಸ್ಥಾನಕ್ಕೆ ಶ್ರೀ ಮಾಲತೇಶ ವೈ.ಅಣ್ಣಿಗೇರಿ, ಹಿರಿಯ ಮೋಟಾರು ವಾಹನ ನಿರೀಕ್ಷಕರು, ಪ್ರಾದೇಶಿಕ ಸಾರಿಗೆ ಅಧಿಕಾರಿಗಳ ಕಛೇರಿ, ಜಯನಗರ, ಬೆಂಗಳೂರು ಇವರನ್ನು ಸದರಿ ಸಮಿತಿಯ ಸದಸ್ಯರನ್ನಾಗಿ ಸೇರ್ಪಡೆ ಮಾಡಿ ಆದೇಶಿಸಲಾಗಿತ್ತು.

ಮೇಲೆ ಓದಲಾದ (8) ರ ಪತ್ರದಲ್ಲಿ ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ:ಸಿಆಸುಇ 24 ಈಕಾಅ 2015, ದಿನಾಂಕ:17.06.2015 ರನ್ವಯ ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯನ್ನು ಪುನರ್ ರಚಿಸಿ 02 ವರ್ಷಗಳ ಅವಧಿಯು ದಿನಾಂಕ:17.06.2017 ಕ್ಕೆ ಪೂರ್ಣಗೊಂಡಿದ್ದು, ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿಗಳಾದ ಶ್ರೀ ಬಿ.ಪಿ.ಮಂಜೇಗೌಡ ಇವರು ಸರ್ಕಾರಿ ಸೇವೆಯಿಂದ ವಯೋನಿವೃತ್ತಿ ಹೊಂದಿದ್ದು, ಈ ಸಮಿತಿಯ ಕೆಲವು ಸದಸ್ಯರು ಸಹ ಸೇವಾ ನಿವೃತ್ತಿ ಹೊಂದಿರುವುದರಿಂದ, ಸಮಿತಿಗೆ ನೂತನವಾಗಿ ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿಗಳೂ ಸೇರಿದಂತೆ ನೂತನ ಸದಸ್ಯರನ್ನು ನೇಮಕಗೊಳಿಸಿ ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯನ್ನು ಪುನರ್ ರಚಿಸಿ ಸಮಿತಿಯ ಮುಂದೆ ನೌಕರರ ಸಮಸ್ಯೆಗೆ ಸಂಬಂಧಪಟ್ಟ ಹಲವು ವಿಷಯಗಳನ್ನು ಚರ್ಚಿಸಿ ಇತ್ಯರ್ಥಪಡಿಸಲು ಅವಕಾಶ ಕಲ್ಪಿಸುವಂತೆ ಕೋರಿರುತ್ತಾರೆ.

ಸದರಿ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಪರಿಶೀಲಿಸಿ ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶಿಸಿದೆ.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 30 ಈಕಾಅ 2018, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 25.08.2018.

ಸರ್ಕಾರದ ವಿವಿಧ ಇಲಾಖೆಗಳ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ ಮತ್ತು ಸಂಘದ ಪ್ರತಿನಿಧಿಗಳನ್ನೊಳಗೊಂಡ ರಾಜ್ಯ ಮಟ್ಟದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯನ್ನು ಸರ್ಕಾರವು ಈ ಕೆಳಕಂಡಂತೆ ಪುನರ್ ರಚಿಸಿದೆ.

ಸರ್ಕಾರದ ಪ್ರತಿನಿಧಿಗಳು

1	ಸರ್ಕಾರದ ಅಪರ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿ	ಅಧ್ಯಕ್ಷರು
2	ಸರ್ಕಾರದ ಅಪರ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿ, ಆರ್ಥಿಕ ಇಲಾಖೆ	ಸದಸ್ಯರು
3	ಸರ್ಕಾರದ ಅಪರ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿ, ಸಿಆಸುಇ (ಆಡಳಿತ ಸುಧಾರಣೆ)	ಸದಸ್ಯರು
4	ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಕಾನೂನು ಇಲಾಖೆ	ಸದಸ್ಯರು
5	ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಶಿಕ್ಷಣ ಇಲಾಖೆ (ಪ್ರಾಥಮಿಕ ಮತ್ತು ಪ್ರೌಢ ಶಿಕ್ಷಣ)	ಸದಸ್ಯರು
6	ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಮಹಿಳಾ ಮತ್ತು ಮಕ್ಕಳ ಅಭಿವೃದ್ಧಿ ಇಲಾಖೆ	ಸದಸ್ಯರು
7	ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿ, ಸಿಬ್ಬಂದಿ ಮತ್ತು ಆಡಳಿತ ಸುಧಾರಣೆ ಇಲಾಖೆ	ಸದಸ್ಯರು

ನೌಕರರ ಸಂಘದ ಪ್ರತಿನಿಧಿಗಳು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ಕಛೇರಿ ಶ್ರೀ / ಶ್ರೀಮತಿ	ಇಲಾಖೆ
1	ಹೆಚ್.ಕೆ. ರಾಮು, ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು.	ವ್ಯವಸ್ಥಾಪಕರು ಆಹಾರ ಮತ್ತು ನಾಗರಿಕ ಸರಬರಾಜು ಇಲಾಖೆ, ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ ಕಛೇರಿ, ಮೈಸೂರು
2	ಮಾಲತೇಶ ವೈ. ಅಣ್ಣಿಗೇರಿ, ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು.	ಉಪ ಸಾರಿಗೆ ಆಯುಕ್ತರು, ಪ್ರಾದೇಶಿಕ ಸಾರಿಗೆ ಅಧಿಕಾರಿಗಳ ಕಛೇರಿ, ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು
3	ವಿ.ಎಂ.ನಾರಾಯಣಸ್ವಾಮಿ, ಗೌರವಾಧ್ಯಕ್ಷರು, ಕ.ರಾ.ಸ.ನೌಕರರ ಸಂಘ ಹಾಗೂ ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪ್ರಾಥಮಿಕ ಶಾಲಾ ಶಿಕ್ಷಕರ ಸಂಘ ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು.	ಶಿಕ್ಷಣ ಇಲಾಖೆ, ಬೆಂಗಳೂರು
4	ಎ. ಪುಟ್ಟಸ್ವಾಮಿ, ಅಧ್ಯಕ್ಷರು, ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಇಲಾಖಾ ನೌಕರರ ಸಂಘ ಹಾಗೂ ಉಪಾಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು	ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಇಲಾಖೆ, ಬೆಂಗಳೂರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ಕಛೇರಿ ಶ್ರೀ / ಶ್ರೀಮತಿ	ಇಲಾಖೆ
5	ಸಿ.ಎಸ್.ಷಡಾಕ್ಷರಿ, ಖಜಾಂಚಿ, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು.	ರಾಜ್ಯ ಲೆಕ್ಕಪತ್ರ ಇಲಾಖೆ, ಶಿವಮೊಗ್ಗ
6	ವಿಜಯ ಕುಮಾರ, ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಕಂದಾಯ ಇಲಾಖಾ ನೌಕರರ ಸಂಘ, ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ ಕಛೇರಿ ಆವರಣ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಬೆಂಗಳೂರು.	ಕಂದಾಯ ಇಲಾಖೆ
7	ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಸಚಿವಾಲಯ ನೌಕರರ ಸಂಘ, ಬಹುಮಹಡಿ ಕಟ್ಟಡ. ಬೆಂಗಳೂರು.	ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಚಿವಾಲಯ
8	ಬಿ.ಎಂ. ನಟರಾಜ್, ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ಗ್ರೂಪ್ ಡಿ ನೌಕರರ ಸಂಘ, ಬೆಂಗಳೂರು.	ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆ
9	ತಿಮ್ಮಯ್ಯ, ಅಧ್ಯಕ್ಷರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರಿ ವಾಹನ ಚಾಲಕರ ಕೇಂದ್ರ ಸಂಘ, ಕೆ.ಕೆ.ಗೆಸ್ಸೆಹೌಸ್ ಆವರಣ, ಹೈಗ್ರೌಂಡ್, ಬೆಂಗಳೂರು.	ವಾಹನ ಚಾಲಕರ ವೃಂದ
10	ಸ್ಮಿತಾರೆಡ್ಡಿ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ ಸಚಿವಾಲಯ ಬೆಂಗಳೂರು.	ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್
11	ಮೆಹಬೂಬ್ ಪಾಷಾ ಮೂಲಿಮನಿ, ಅಧ್ಯಕ್ಷರು, ಕ.ರಾ.ಸ.ನೌಕರರ ಸಂಘ, ಜಿಲ್ಲಾ ಶಾಖೆ, ರಾಯಚೂರು.	ಪಶುಪಾಲನೆ ಇಲಾಖೆ
12	ಸುಬ್ರಮಣ್ಯ ಶೆರೆಗಾರ್, ಅಧ್ಯಕ್ಷರು, ಕ.ರಾ.ಸ.ನೌಕರರ ಸಂಘ,ಜಿಲ್ಲಾ ಶಾಖೆ, ಉಡುಪಿ.	ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಇಲಾಖೆ

ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯ ಅಧ್ಯಕ್ಷರು ಸಮಿತಿಯ ಮೊದಲನೆಯ ಸಭೆಯಲ್ಲಿ ಸದಸ್ಯರೊಡನೆ ಸಮಾಲೋಚಿಸಿ, ಸದಸ್ಯರೊಬ್ಬರನ್ನು ಸದಸ್ಯ ಕಾರ್ಯದರ್ಶಿಯನ್ನಾಗಿ ನೇಮಿಸುವರು.

ದಿನಾಂಕ:19.10.1972ರ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಜಿಎಡಿ 7 ಡಿಎಸ್‌ಡಬ್ಲ್ಯೂ 69 ಇದರ ನಿಯಮ 7(ಬಿ) ಅನುಸಾರ ಈ ಆದೇಶ ಹೊರಡಿಸಿದ ದಿನಾಂಕದಿಂದ ಜಂಟಿ ಸಮಾಲೋಚನಾ ಸಮಿತಿಯು ಎರಡು (2) ವರ್ಷಗಳ ಅವಧಿಯವರೆಗೆ ಕಾರ್ಯ ನಿರ್ವಹಿಸಲಿದೆ.

ಸಮಿತಿಯ ವ್ಯವಹಾರಗಳನ್ನು ದಿ:19.10.1972ರ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಜಿಎಡಿ 7 ಡಿಎಸ್‌ಡಬ್ಲ್ಯೂ 69 ಮತ್ತು ತದನಂತರದ ತಿದ್ದುಪಡಿಗಳಿಗನುಗುಣವಾಗಿ ನಡೆಸತಕ್ಕದ್ದು.

PR-407

SC-200

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಉಷಾ ಎಸ್

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ

ಸಿಬ್ಬಂದಿ ಮತ್ತು ಆಡಳಿತ ಸುಧಾರಣೆ ಇಲಾಖೆ

(ಆಸು-ಕಾರ್ಯಾಧ್ಯಯನ)

ಸಿಬ್ಬಂದಿ ಮತ್ತು ಆಡಳಿತ ಸುಧಾರಣೆ ಸಚಿವಾಲಯ

ವಿಷಯ : ಕರ್ನಾಟಕ ವಿಧಾನ ಸಭೆ, ವಿಧಾನ ಪರಿಷತ್‌ನ ಮಾನ್ಯ ಸದಸ್ಯರುಗಳಿಗೆ ಹೆಚ್ಚುವರಿಯಾಗಿ ಇನ್ನೊಬ್ಬ ಆಪ್ತ ಸಹಾಯಕರನ್ನು ಒದಗಿಸಲು ಸೃಜಿಸಲಾಗಿದ್ದ 300 ತಾತ್ಕಾಲಿಕ ಹೊಸ ಹುದ್ದೆಗಳನ್ನು ಒಂದು ವರ್ಷದ ಅವಧಿಗೆ ಮುಂದುವರಿಸುವ ಬಗ್ಗೆ.

- ಓದಲಾಗಿದೆ :**
1. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 177 ಆಹಿಸೇ 2009, ದಿ: 03.02.2010.
 2. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 235 ಶಿಸನೇ 2013, ದಿ: 02.12.2013 & ತಿದ್ದುಪಡಿ ದಿನಾಂಕ: 21.01.2015.
 3. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 38 ಶಿಸನೇ 2014, ದಿನಾಂಕ: 28.05.2014.
 4. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 06 ವಿಸಸೇ 2015, ದಿನಾಂಕ: 15.05.2015.
 5. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 11 ವಿಸಸೇ 2016, ದಿನಾಂಕ: 27.04.2016.
 6. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 03 ವಿಸಸೇ 2017, ದಿನಾಂಕ: 25.04.2017.

ಪ್ರಸ್ತಾವನೆ :

ಮೇಲೆ ಓದಲಾದ(1)ರ ಸರ್ಕಾರದ ಆದೇಶದಲ್ಲಿ ಮಾನ್ಯ ವಿಧಾನ ಸಭಾ ಮತ್ತು ವಿಧಾನ ಪರಿಷತ್ ಸದಸ್ಯರುಗಳಿಗೆ ಒಬ್ಬ ಆಪ್ತ ಸಹಾಯಕರನ್ನು ನೇಮಕ ಮಾಡಿಕೊಳ್ಳಲು ಆದೇಶಿಸಲಾಗಿದೆ. ಮೇಲೆ (2)ರಲ್ಲಿ ಓದಲಾಗಿರುವ ಸರ್ಕಾರದ ಆದೇಶದಲ್ಲಿ ಮಾನ್ಯ ಶಾಸಕರುಗಳ ಕ್ಷೇತ್ರದ ಕೆಲಸಗಳ ಬಗ್ಗೆ ಬೆಂಗಳೂರಿನ ವಿವಿಧ ಇಲಾಖೆಗಳಿಂದ ಮಾಹಿತಿಯನ್ನು ಸಂಗ್ರಹಿಸುವ ಉದ್ದೇಶಕ್ಕಾಗಿ ಬೆಂಗಳೂರಿನಲ್ಲಿ ಕಾರ್ಯನಿರ್ವಹಿಸಲು ಅನುವಾಗುವಂತೆ ಕರ್ನಾಟಕ ವಿಧಾನಸಭೆ/ವಿಧಾನ ಪರಿಷತ್‌ನ ಮಾನ್ಯ ಸದಸ್ಯರುಗಳಿಗೆ ಹೆಚ್ಚುವರಿಯಾಗಿ ಇನ್ನೊಬ್ಬ ಆಪ್ತ ಸಹಾಯಕರನ್ನು ಒದಗಿಸಲು ತೀರ್ಮಾನಿಸಿ ಅದರಂತೆ ಆದೇಶ ಹೊರಡಿಸಲಾಗಿದೆ. ಸದರಿ ಆದೇಶದಲ್ಲಿ ಈ ಹೆಚ್ಚುವರಿ ಆಪ್ತ ಸಹಾಯಕರ ಸೇವೆಯನ್ನು ಕಂದಾಯ, ಆರೋಗ್ಯ, ಶಿಕ್ಷಣ ಮತ್ತು ಪೊಲೀಸ್ ಇಲಾಖೆ, ವಾಣಿಜ್ಯ ತೆರಿಗೆ, ಅಬಕಾರಿ, ರಾಜ್ಯ ಲೆಕ್ಕಪತ್ರ ಮತ್ತು ಖಜಾನೆ ಇಲಾಖೆಗಳಲ್ಲಿರುವ ತಾಂತ್ರಿಕ ಸಿಬ್ಬಂದಿಯನ್ನು ಹೊರತುಪಡಿಸಿ 'ಸಿ'-ವೃಂದದ ಸಿಬ್ಬಂದಿಗಳನ್ನು ಮತ್ತು ಇನ್ನಿತರ ಇಲಾಖೆಗಳ 'ಸಿ'- ವೃಂದದ ಸಿಬ್ಬಂದಿಗಳನ್ನು ನೇಮಿಸಿಕೊಳ್ಳಲು ಅವಕಾಶ ಕಲ್ಪಿಸಲಾಗಿದೆ. ಹಾಗೆಯೇ, ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ನೇಮಕಾತಿ ಬಗ್ಗೆ ವಿಧಿಸಿರುವ ಷರತ್ತು ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ವಯ ಅರ್ಹ ನಿವೃತ್ತ ನೌಕರರು ಮತ್ತು ಅರ್ಹ ಖಾಸಗಿ ವ್ಯಕ್ತಿಗಳನ್ನು ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ನೇಮಿಸಿಕೊಳ್ಳಲು ಅನುಮೋದನೆ ನೀಡಲಾಗಿದೆ.

ಈ ಉದ್ದೇಶಕ್ಕಾಗಿ ಮೇಲೆ(3)ರಲ್ಲಿ ಓದಲಾದ ಸರ್ಕಾರದ ಆದೇಶದಲ್ಲಿ ಸಹಾಯಕರನ್ನು ನೇಮಿಸಿಕೊಳ್ಳಲು ಕೆಲವು ಷರತ್ತುಗಳಿಗೊಳಪಟ್ಟು 300 ಹುದ್ದೆಗಳನ್ನು ತಾತ್ಕಾಲಿಕವಾಗಿ ಒಂದು ವರ್ಷದ ಅವಧಿಗೆ ಸೃಜಿಸಲಾಗಿದೆ. ಈ 300 ತಾತ್ಕಾಲಿಕ ಹುದ್ದೆಗಳನ್ನು ಕಾಲಕಾಲಕ್ಕೆ ಒಂದೊಂದು ವರ್ಷಕ್ಕೆ ಮುಂದುವರಿಸಲಾಗಿದ್ದು, ಮೇಲೆ ಓದಲಾದ (6)ರ ಸರ್ಕಾರದ ಆದೇಶದಲ್ಲಿ ಮುಂದುವರಿಸಲಾಗಿದ್ದ ಒಂದು ವರ್ಷದ ಅವಧಿಯು ದಿನಾಂಕ:28.05.2018 ರಂದು ಮುಕ್ತಾಯವಾಗಲಿದ್ದು, ದಿನಾಂಕ:29.05.2018 ರಿಂದ ಇನ್ನೂ ಒಂದು ವರ್ಷದ ಅವಧಿಗೆ ಮುಂದುವರಿಸುವುದು ಅತ್ಯವಶ್ಯಕವೆಂದು ಸರ್ಕಾರವು ಮನಗಂಡು ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶಿಸಿದೆ;

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 06 ವಿಸಸೇ 2018 ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 10.08.2018.

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ವಿಧಾನ ಸಭೆ ಮತ್ತು ವಿಧಾನ ಪರಿಷತ್ತಿನ ಮಾನ್ಯ ಸದಸ್ಯರುಗಳಿಗೆ ಈಗ ಇರುವ ಒಬ್ಬ ಆಪ್ತ ಸಹಾಯಕರ ಜೊತೆಗೆ ಹೆಚ್ಚುವರಿಯಾಗಿ ಮತ್ತೊಬ್ಬ ಆಪ್ತ ಸಹಾಯಕರನ್ನು ನೇಮಿಸಿಕೊಳ್ಳಲು 300 ಹುದ್ದೆಗಳನ್ನು ತಾತ್ಕಾಲಿಕವಾಗಿ ಒಂದು ವರ್ಷದ ಅವಧಿಗೆ ಸೃಜಿಸಿರುವುದನ್ನು ದಿನಾಂಕ:29.05.2018 ರಿಂದ ಇನ್ನೂ ಒಂದು ವರ್ಷದ ಅವಧಿಗೆ ಮುಂದುವರಿಸಿದೆ.

2. ಈ 300 ಹುದ್ದೆಗಳನ್ನು ತಾತ್ಕಾಲಿಕವಾಗಿ ಸೃಜಿಸಿ ಆದೇಶಿಸಲಾದ ದಿನಾಂಕ: 28.05.2014ರ ಸರ್ಕಾರದ ಆದೇಶದಲ್ಲಿ ನಿಗದಿಪಡಿಸಿರುವ ಷರತ್ತು ಮತ್ತು ನಿಬಂಧನೆಗಳು ಮುಂದುವರಿಯುತ್ತವೆ.

3. ಈ ಆದೇಶವನ್ನು ಆರ್ಥಿಕ ಇಲಾಖೆಯ ಟಿಪ್ಪಣಿ ಸಂಖ್ಯೆ ಆಇ/669/ವೆಚ್ಚ-12/2018, ದಿನಾಂಕ: 31.07.2018ರ ಸಹಮತಿಯೊಂದಿಗೆ ಹೊರಡಿಸಲಾಗಿದೆ.

PR-408

SC-100

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಬಿ.ಎಸ್.ರವಿಕುಮಾರ್

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ(ಪ್ರ),

ಸಿಬ್ಬಂದಿ & ಆಡಳಿತ ಸುಧಾರಣೆ ಇಲಾಖೆ

ಕಂದಾಯ ಸಚಿವಾಲಯ

ತಿದ್ದುಪಡಿ

ಸಂಖ್ಯೆ: ಕಂಇ 32 ಮುಆಬಿ 2018, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 21-08-2018.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಕಂಇ 128 ಮುಆಬಿ 2012, ದಿನಾಂಕ: 23-02-2013ರಲ್ಲಿ ಉಡುಪಿ ಜಿಲ್ಲೆ, ಕಾರ್ಕಳ ತಾಲ್ಲೂಕು, ಬೆಳ್ಳಂಜೆ ಗ್ರಾಮದ ಶ್ರೀ ದುರ್ಗಾಪರಮೇಶ್ವರಿ ದೇವಾಲಯವನ್ನು ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಗೆ ಸೇರ್ಪಡಿಸಿ ಆದೇಶಿಸಲಾಗಿರುತ್ತದೆ. ಆದರೆ ದಿನಾಂಕ:17-01-2018ರಂದು ನಡೆದ ರಾಜ್ಯ ಧಾರ್ಮಿಕ ಪರಿಷತ್ತಿನ ಸಭೆಯ ನಿರ್ಣಯದಂತೆ, ದಿನಾಂಕ: 23-02-2013ರ ಆದೇಶದನ್ವಯ ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಗೆ ಸೇರ್ಪಡಿಸಿ

ಆದೇಶಿಸಿದ ಉಡುಪಿ ಜಿಲ್ಲೆ, ಕಾರ್ಕಳ ತಾಲ್ಲೂಕು, ಬೇಳಂಜೆ ಗ್ರಾಮದ “ಶ್ರೀ ದುರ್ಗಾಪರಮೇಶ್ವರಿ ದೇವಸ್ಥಾನ” ಎಂದಿರುವುದನ್ನು “ಶ್ರೀ ಮಹಿಷ ಮರ್ಧಿನಿ ದೇವಾಲಯ” ಎಂದು ತಿದ್ದಿ ಓದಿಕೊಳ್ಳತಕ್ಕದ್ದು.

PR-409

SC-25

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಬಿ.ಎಸ್. ನಾಗರತ್ನಮ್ಮ

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ

ಕಂದಾಯ ಇಲಾಖೆ (ಮುಜರಾಯಿ)

ಕಂದಾಯ ಸಚಿವಾಲಯ

ಸುತ್ತೋಲೆ

ಸಂಖ್ಯೆ: ಕಂಇ 49 ಮುಸೇವಿ 2018, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 21-08-2018.

ವಿಷಯ : ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆಯ ಆಡಳಿತ ವ್ಯಾಪ್ತಿಗೆ ಒಳಪಟ್ಟಿರುವ ಅಧಿಸೂಚಿತ ದೇವಾಲಯಗಳಲ್ಲಿ ಪಂಕ್ತಿಭೇದ ನಿಷೇಧಿಸುವ ಬಗ್ಗೆ.

ರಾಜ್ಯ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆಯ ಆಡಳಿತ ನಿಯಂತ್ರಣಕ್ಕೊಳಪಟ್ಟ ಅನೇಕ ದೇವಾಲಯಗಳಲ್ಲಿ ಭಕ್ತಾದಿಗಳಿಗೆ ಅನ್ನದಾಸೋಹವನ್ನು ನಡೆಸಿಕೊಂಡು ಬರಲಾಗುತ್ತಿದೆ. ದೇವಾಲಯಗಳಲ್ಲಿ ನಡೆಯುವ ಅನ್ನ ಸಂತರ್ಪಣೆಗಳಲ್ಲಿ ಸಹಪಂಕ್ತಿಯನ್ನು ಆಚರಿಸದೇ ಕೆಲವು ದೇವಾಲಯಗಳಲ್ಲಿ ಜಾತಿ ಜನಾಂಗದ ಹೆಸರಿನಲ್ಲಿ ತಾರತಮ್ಯ ಮತ್ತು ಅಸಮಾನತೆಯಿಂದ ಸಹಪಂಕ್ತಿ ಭೋಜನದಿಂದ ಎಚ್ಚಿಸಿ ಅವಮಾನಿಸಲಾಗುತ್ತಿದೆ ಹಾಗೂ ವಿಭಿನ್ನ ನಿಲುವುಗಳಿಂದ ಪಂಕ್ತಿ ಭೇದವು ಸುವ್ಯವಸ್ಥಿತ ರೀತಿಯಲ್ಲಿ ಜಾರಿಯಲ್ಲಿ ಇದ್ದು, ಇದರಿಂದಾಗಿ ಮಾನವಹಕ್ಕುಗಳ ಉಲ್ಲಂಘನೆ ಆಗುತ್ತಿರುತ್ತದೆಂದು ಇದನ್ನು ತಡೆಗಟ್ಟಲು ಹಲವಾರು ಸಂಘ ಸಂಸ್ಥೆಗಳು ಹಾಗೂ ಸಾರ್ವಜನಿಕರು ರಾಜ್ಯ ಮಾನವ ಹಕ್ಕು ಆಯೋಗಕ್ಕೆ ಮನವಿಯನ್ನು ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಅದರನ್ವಯ ಕರ್ನಾಟಕ ರಾಜ್ಯ ಮಾನವ ಹಕ್ಕುಗಳ ಆಯೋಗವು ಪ್ರಕರಣವನ್ನು ದಾಖಲಿಸಿಕೊಂಡಿದ್ದು, ದಾಖಲಾದ ಪ್ರಕರಣದ ಸಂಖ್ಯೆ: ಹೆಚ್.ಆರ್.ಸಿ ಸಂಖ್ಯೆ:695/2012 ಎಸ್.ಬಿ.-2 ರ ಆದೇಶದಲ್ಲಿ ಆಯೋಗವು ಕೆಳಕಂಡಂತೆ ಸಲಹೆ ನೀಡಿರುತ್ತದೆ.

“ಸಹ ಪಂಕ್ತಿಯನ್ನು ಒಪ್ಪದ ಯಾವುದೇ ವರ್ಗವು ತನ್ನ ಖಾಸಗಿ ಸ್ಥಳದಲ್ಲಿ ಅಥವಾ ಅವರ ಮನೆಗಳಲ್ಲಿ ಈ ವ್ಯವಸ್ಥೆಯನ್ನು ಮಾಡಿಕೊಂಡಲ್ಲಿ ಈ ಗೊಂದಲಗಳು ಉಂಟಾಗುವುದಿಲ್ಲ ಅದರಲ್ಲೂ ಸಾರ್ವಜನಿಕ ವ್ಯವಸ್ಥೆಯ ಸೌಲಭ್ಯಗಳನ್ನು ಅವರು ಉಪಯೋಗಿಸಬಾರದು. ಶೂದ್ರ ಜತೆಯಲ್ಲಿಯೇ ನೀವು ಊಟ ಮಾಡಿ ಎಂಬ ಒತ್ತಾಯವನ್ನು ನಾವು ಮಾಡುವ ಹಾಗಿಲ್ಲ ಅವನದೇ ಆದ ವ್ಯಕ್ತಿ ಸ್ವಾತಂತ್ರ್ಯವನ್ನು ಯಾರೊಬ್ಬರೂ ಪ್ರಶ್ನೆ ಮಾಡುವ ಹಾಗಿಲ್ಲ. ಹಾಗಿದ್ದ ಮೇಲೆ ಸಹಪಂಕ್ತಿಯನ್ನು ಮಾಡದೆ ಪ್ರತ್ಯೇಕ ವ್ಯವಸ್ಥೆಯನ್ನು ಬೆಂಬಲಿಸುವ ಹಾಗಿಲ್ಲ. ಆದ್ದರಿಂದ ಸಹಪಂಕ್ತಿ ಭೋಜನ ಅಥವಾ ಇನ್ನಿತರ ಯಾವುದೇ ತಾರತಮ್ಯದ ವ್ಯವಸ್ಥೆಯನ್ನು ಸರಕಾರದ ವ್ಯಾಪ್ತಿಯ ದತ್ತಿ ಇಲಾಖೆಯು ನಿಯಂತ್ರಿಸುವಲ್ಲಿ ವಿಫಲವಾಗಿದೆ. ದತ್ತಿ ಇಲಾಖೆಯು ಈ ಬಗ್ಗೆ ಗಂಭೀರ ಚಿಂತನೆ ನಡೆಸಿಲ್ಲ. ಈ ಬಗ್ಗೆ ಕಠಿಣ ಕ್ರಮ ಕೈಗೊಳ್ಳದೇ ನಿರಾಸಕ್ತಿ ಹೊಂದಿದರೆ ಇಲಾಖೆಯು ಮುಂದಿನ ದಿನಗಳಲ್ಲಿ ಸಂವಿಧಾನ ಬಾಹಿರ ಕೃತ್ಯದ ಆರೋಪಕ್ಕೆ ಒಳಗಾಗಬೇಕಾದೀತು, ಯಾರನ್ನೋ ಮೆಚ್ಚಿಸಲು ಎಲ್ಲೋ ದೌರ್ಜನ್ಯ ನಡೆಸಲು ಹೋಗಬಾರದು ಎಂಬ ಮುನ್ನೆಚ್ಚರಿಕೆ ನೀಡುತ್ತಾ ಎಲ್ಲಾ ದೇವಸ್ಥಾನಗಳ ಆಡಳಿತ ಸಮಿತಿಗೆ ತಾರತಮ್ಯದ ನೀತಿಯನ್ನು ಅವಲಂಬಿಸಬಾರದು ಎಂಬ ನೋಟೀಸ್ ನೀಡಿ ಅಂತಹ ವ್ಯವಸ್ಥೆಯನ್ನು ನಡೆಸಿಕೊಂಡು ಬಂದ ಸಮಿತಿಯನ್ನು ಕೂಡಲೇ ಅಮಾನತು ಮಾಡುವ ಎಚ್ಚರಿಕೆ ನೀಡಬೇಕೆಂದು ಒತ್ತಾಯಿಸುತ್ತೇವೆಂದು ತಿಳಿಸಿರುತ್ತಾರೆ.”

ಆದುದರಿಂದ ಕರ್ನಾಟಕ ರಾಜ್ಯ ಮಾನವ ಹಕ್ಕುಗಳ ಆಯೋಗವು ನೀಡಿರುವ ಸಲಹೆಯಂತೆ ರಾಜ್ಯದ ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆಯ ಆಡಳಿತ ಮತ್ತು ನಿಯಂತ್ರಣಕ್ಕೊಳಪಟ್ಟ ಅಧಿಸೂಚಿತ ದೇವಾಲಯಗಳಲ್ಲಿ ಅನ್ನ ಸಂತರ್ಪಣೆಯ ಪಂಕ್ತಿ ಭೇದವನ್ನು ಸಂಪೂರ್ಣವಾಗಿ ತಡೆಗಟ್ಟಲು/ನಿಷೇಧಿಸಲು ಕ್ರಮ ಕೈಗೊಳ್ಳುವಂತೆ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರಿಗೆ ನಿರ್ದೇಶನ ನೀಡಿದೆ.

PR-410

SC-25

ಬಿ.ಎಸ್. ನಾಗರತ್ನಮ್ಮ

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ

ಕಂದಾಯ ಇಲಾಖೆ (ಮುಜರಾಯಿ)

ಕಂದಾಯ ಸಚಿವಾಲಯ

ವಿಷಯ : ಮೈಸೂರು ಜಿಲ್ಲೆ, ವರುಣ ಹೋಬಳಿ, ಇನಾಂ ಉತ್ತನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿರುವ ಶ್ರೀ ಪ್ರಸನ್ನ ವೆಂಕಟರಮಣ ದೇವಸ್ಥಾನವನ್ನು ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಿಂದ ಹೊರತುಪಡಿಸುವ ಕುರಿತು

ಓದಲಾಗಿದೆ : (1) ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ:ಕಂಇ 87 ಮುಆಬಿ 2012 ದಿನಾಂಕ: 29.09.2012

(2) ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ:ಆರ್‌ಡಿಪಿ/ ಟಿಆರ್‌ಐ/ 80/ 2012-13 ದಿನಾಂಕ: 06.06.2018.

ಪ್ರಸ್ತಾವನೆ :

ಮೇಲೆ (1)ರಲ್ಲಿ ಓದಲಾದ ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆಯಲ್ಲಿ ಮೈಸೂರು ಜಿಲ್ಲೆ, ವರುಣ ಹೋಬಳಿ, ಇನಾಂ ಉತ್ತನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿರುವ ಶ್ರೀ ಪ್ರಸನ್ನ ವೆಂಕಟರಮಣ ದೇವಸ್ಥಾನವನ್ನು ಪುಟ ಸಂಖ್ಯೆ(618)ರ ಕ್ರಮ ಸಂಖ್ಯೆ:(210)ರಲ್ಲಿ ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆಗೆ ಸೇರಿದ ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಲ್ಲಿ ಪ್ರಕಟಿಸಲಾಗಿರುತ್ತದೆ.

ಮೇಲೆ (2)ರಲ್ಲಿ ಓದಲಾದ, ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರ ಪತ್ರದಲ್ಲಿ ಮೈಸೂರು ತಾಲ್ಲೂಕು, ವರುಣ ಹೋಬಳಿ, ಇನಾಂ ಉತ್ತನಹಳ್ಳಿ ಗ್ರಾಮದ ಶ್ರೀ ಪ್ರಸನ್ನ ವೆಂಕಟರಮಣ ದೇವಾಲಯಕ್ಕೆ ಸೇರಿದ ಸರ್ವೆ ಸಂಖ್ಯೆ:336 ರ ಜಮೀನಿಗೆ ಮೈಸೂರು ಇನಾಂ ರದ್ದಿಯಾತಿ ಕಾಯ್ದೆ 1955 ರನ್ವಯ ₹.532/-ಗಳ ತಸ್ತೀಕ್ ಮೊತ್ತವನ್ನು ನಿಗದಿಪಡಿಸಿ ಹಕ್ಕು ಪತ್ರ ಸಂಖ್ಯೆ:548/1986-87 ರಂತೆ ಜಾರಿ ಮಾಡಲಾಗಿರುತ್ತದೆ. ಸದರಿ ಜಮೀನು ಮೈಸೂರು ವೃತ್ತಿ ಸಂಬಂಧವಾದ ಹಾಗೂ ವಿವಿಧ ರೀತಿಯ ಇನಾಂ ರದ್ದಿಯಾತಿ ಕಾಯ್ದೆ 1954 ವ್ಯಾಪ್ತಿಗೆ ಒಳಪಡುವುದರಿಂದ ಸದರಿ ಸರ್ವೆ ನಂಬರಿಗೆ ತಸ್ತೀಕ್ ಮೊತ್ತವನ್ನು ನಿಗದಿಪಡಿಸಲು ಅವಕಾಶವಿರುವುದಿಲ್ಲ ಮತ್ತು ಸದರಿ ಸರ್ವೆ ನಂಬರು ಕ್ವಿಟ್‌ರೇಂಟ್ ವಹಿಯಲ್ಲಿಯೂ ಸಹ ನಮೂದಾಗಿರುವುದಿಲ್ಲ. ಆದರೆ ಶ್ರೀ ಪ್ರಸನ್ನ ವೆಂಕಟರಮಣಸ್ವಾಮಿ ದೇವಸ್ಥಾನಕ್ಕೆ ತಸ್ತೀಕ್ ನಿಗದಿಪಡಿಸಿರುವ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಸದರಿ ಸಂಸ್ಥೆಯನ್ನು ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಯ ಪಟ್ಟಿಯಲ್ಲಿ ಸೇರ್ಪಡೆಯಾಗಿರುತ್ತದೆ. ಆದುದರಿಂದ ಪ್ರಸ್ತಾಪಿತ ದೇವಸ್ಥಾನವನ್ನು ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಿಂದ ಹೊರತುಪಡಿಸುವಂತೆ ಕೋರಿ ಶ್ರೀ ಎಸ್.ರಘುನಾಥರಾವ್ ರವರು ಧಾರ್ಮಿಕ ದತ್ತಿ ಆಯುಕ್ತರಿಗೆ ದಿನಾಂಕ: 25.01.2010 ರಂದು ಮನವಿಯನ್ನು ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

ಈ ಬಗ್ಗೆ ಪರಿಶೀಲಿಸಿ ಮೈಸೂರು ತಾಲ್ಲೂಕು, ವರುಣ ಹೋಬಳಿ, ಇನಾಂ ಉತ್ತನಹಳ್ಳಿ ಗ್ರಾಮದ ಶ್ರೀ ವೆಂಕಟರಮಣ ದೇವಾಲಯಕ್ಕೆ ದಿ|| ಕೃಷ್ಣಾಚಾರ್ ರವರು ಮಾಡಿರುವ ಉಯಿಲಿನಲ್ಲಿ ಉತ್ತನಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ:336ರ 3 ಎಕರೆ 1 ಗುಂಟೆ ಜಮೀನನ್ನು ಸದರಿ ದೇವಾಲಯಕ್ಕೆ ಪಡಿತರ ದೀಪಾರಾಧನೆಗಾಗಿ ಕೊಡುಗೆಯಾಗಿ ನೀಡಿರುತ್ತಾರೆ. ಆದರೆ ಸದರಿ ಜಮೀನು ಇನಾಂ ಜಮೀನೆಂದು ಪರಿಗಣಿಸಿ ತಸ್ತೀಕ್‌ನ್ನು ನಿಗದಿಪಡಿಸಲಾಗಿರುತ್ತದೆ. ಅದರಂತೆ ಸದರಿ ಸಂಸ್ಥೆಗೆ ತಸ್ತೀಕ್ ಅನುದಾನ ಮಂಜೂರಾಗಿದ್ದರೂ ಸಹ ಅರ್ಜಿದಾರರು ಈವರೆವಿಗೂ ತಸ್ತೀಕ್ ಮೊತ್ತವನ್ನು ಪಡೆದುಕೊಳ್ಳುತ್ತಿಲ್ಲವೆಂದು ಜಿಲ್ಲಾಧಿಕಾರಿ, ಮೈಸೂರು ಜಿಲ್ಲೆ ಇವರು ದಿನಾಂಕ: 22.11.2011ರ ವರದಿಯಲ್ಲಿ ತಿಳಿಸಿರುತ್ತಾರೆ.

ಮುಂದುವರೆದು ಮೈಸೂರು ಭೂನ್ಯಾಯಮಂಡಳಿಯ ದಿನಾಂಕ:21.10.1982ರ ಆದೇಶದಲ್ಲಿ ಸದರಿ ಜಮೀನು ಭೂಸುಧಾರಣಾ ಕಾಯ್ದೆಯ ಸೆಕ್ಷನ್ 44ರನ್ವಯ ಸರ್ಕಾರದಲ್ಲಿ ವಿಹಿತಗೊಂಡಿರುವುದಾಗಿ, ಭೂ ನ್ಯಾಯ ಮಂಡಳಿಯು ಅಧಿಭೋಗದಾರಿಕೆ ಹಕ್ಕನ್ನು ಮಂಜೂರು ಮಾಡಿರುತ್ತದೆ. ಅಲ್ಲದೆ, ಜಂಟಿ ನಿರ್ದೇಶಕರು, ಭೂ ಮಾಪನ ಕಂದಾಯ ವ್ಯವಸ್ಥೆ ಮತ್ತು ಭೂ ದಾಖಲೆಗಳು, ಬೆಂಗಳೂರು ಇವರು ಶ್ರೀ ಪ್ರಸನ್ನ ವೆಂಕಟರಮಣಸ್ವಾಮಿ ದೇವಾಲಯದ ಹೆಸರು ಕ್ವಿಟ್‌ರೇಂಟ್ ವಹಿಯಲ್ಲಿ ನಮೂದಾಗಿರುವುದಿಲ್ಲವೆಂದು ತಿಳಿಸಿರುತ್ತಾರೆ.

ಪಂಚಾಯಿತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿ, ಕೀಳನಪುರ ಗ್ರಾಮ ಪಂಚಾಯಿತಿ, ಮೈಸೂರು ತಾಲ್ಲೂಕು ರವರು ಪ್ರಸ್ತಾಪಿತ ದೇವಾಲಯವು ಶ್ರೀ ಎಸ್. ರಘುನಾಥರಾವ್ ರವರಿಗೆ ಸೇರಿದ್ದಾಗಿರುತ್ತದೆಂದು ದೃಢೀಕರಣ ಪತ್ರವನ್ನು ಸಹ ನೀಡಿರುತ್ತಾರೆ. ಮುಂದುವರೆದಂತೆ, ಇಲಾಖಾ ಕಾನೂನು ಸಲಹೆಗಾರರಾಗಿದ್ದ ಶ್ರೀ ಕುಕ್ಕಾಜಿ ರಾಮಕೃಷ್ಣ ಭಟ್, ನಿವೃತ್ತ ಜಿಲ್ಲಾ ಮತ್ತು ಸೆಷನ್ಸ್ ಜಡ್ಜ್ ಬೆಂಗಳೂರು ರವರು ಸದರಿ ಪ್ರಕರಣದ ಕುರಿತು ಪರಿಶೀಲಿಸಿ ಈ ಕೆಳಕಂಡಂತೆ ಅಭಿಪ್ರಾಯ ನೀಡಿರುತ್ತಾರೆ.

"It is also seen that there is no entry / reference in the Quitrent Register in respect of the Temple as reported by the Commissioner of Survey Revenue and Land Records.

In the circumstances I do not see any impediment to nullify the order fixing Tasdik in respect of the Sy. No:336, of Inam Uttahanhalli Village"

ಶ್ರೀ ಪ್ರಸನ್ನ ವೆಂಕಟರಮಣಸ್ವಾಮಿ ದೇವಾಲಯಕ್ಕೆ ಜಮೀನನ್ನು ದಿ|| ಕೃಷ್ಣಾಚಾರ್ ರವರು ಕೊಡುಗೆಯಾಗಿ ನೀಡಿದ್ದು, ಇವರ ದತ್ತುಪತ್ರರಾದ ಶ್ರೀ ರಘುನಾಥ್ ರಾವ್ (ಅರ್ಜಿದಾರರು) ರವರು ಸದರಿ ದೇವಾಲಯವನ್ನು ಅಧಿಸೂಚಿತ ಪಟ್ಟಿಗಳಿಂದ ಹೊರತು ಪಡಿಸಲು ಕೋರಿ ಸಲ್ಲಿಸಿರುವ ಮನವಿಯನ್ನು ದಿನಾಂಕ: 20.03.2017ರಂದು ನಡೆದ ರಾಜ್ಯ ಧಾರ್ಮಿಕ ಪರಿಷತ್ತಿನ ಸಭೆಯಲ್ಲಿ ಮಂಡಿಸಲಾಗಿರುತ್ತದೆ. ಸದರಿ ಸಭೆಯಲ್ಲಿ ಪ್ರಕರಣದ ವಿಚಾರಣೆ ನಡೆಸಲು ರಾಜ್ಯ ಧಾರ್ಮಿಕ ಪರಿಷತ್ತಿನ ನ್ಯಾಯಾಧೀಕರಣಕ್ಕೆ ವಹಿಸಿರುತ್ತದೆ.

ಅದರಂತೆ, ಸದರಿ ಪ್ರಕರಣದ ವಿಚಾರಣೆಯನ್ನು ರಾಜ್ಯ ಧಾರ್ಮಿಕ ಪರಿಷತ್ತಿನ ನ್ಯಾಯಾಧೀಕರಣದಲ್ಲಿ ಕೈಗೆತ್ತಿಕೊಳ್ಳಲಾಗಿ, ಅರ್ಜಿದಾರರು ಹಾಜರುಪಡಿಸಿದ ದಾಖಲೆಗಳನ್ನು ಪರಿಶೀಲಿಸಿದ ನ್ಯಾಯಾಧೀಕರಣವು ದಿನಾಂಕ: 19.03.2018ರಂದು ಸದರಿ ಪ್ರಕರಣವನ್ನು ಇತ್ಯರ್ಥಪಡಿಸಿ ಮೈಸೂರು ಜಿಲ್ಲೆ ವರುಣ ಹೋಬಳಿ, ಇನಾಂ ಉತ್ತನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿರುವ ಶ್ರೀ ಪ್ರಸನ್ನ ವೆಂಕಟರಮಣ ದೇವಸ್ಥಾನವನ್ನು ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಿಂದ ಹೊರತುಪಡಿಸಬಹುದೆಂದು ಅಭಿಪ್ರಾಯ ನೀಡಿರುತ್ತದೆ.

ಸದರಿ ಅಭಿಪ್ರಾಯವನ್ನು ದಿನಾಂಕ: 23.03.2018 ರಂದು ನಡೆದ ರಾಜ್ಯ ಧಾರ್ಮಿಕ ಪರಿಷತ್ತಿನ ಸಭೆಯಲ್ಲಿ ಮಂಡಿಸಲಾಗಿ, ನ್ಯಾಯಾಧೀಕರಣದ ದಿನಾಂಕ: 19.03.2018ರ ಅಭಿಪ್ರಾಯದಂತೆ ಸದರಿ ದೇವಸ್ಥಾನವನ್ನು ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಿಂದ ಹೊರತುಪಡಿಸಲು ನಿರ್ಣಯಿಸಲಾಗಿರುತ್ತದೆ,

ಆದ್ದರಿಂದ ರಾಜ್ಯ ಧಾರ್ಮಿಕ ಪರಿಷತ್ತಿನ ನ್ಯಾಯಾಧೀಕರಣದ ಅಭಿಪ್ರಾಯದಂತೆ ಹಾಗೂ ರಾಜ್ಯ ಧಾರ್ಮಿಕ ಪರಿಷತ್ತಿನ ದಿನಾಂಕ: 23.03.2018ರ ಸಭೆಯ ನಿರ್ಣಯದಂತೆ ಮೈಸೂರು ತಾಲ್ಲೂಕು, ವರುಣ ಹೋಬಳಿ, ಇನಾಂ ಉತ್ತನಹಳ್ಳಿ ಗ್ರಾಮದ ಶ್ರೀ ಪ್ರಸನ್ನ ವೆಂಕಟರಮಣ ದೇವಸ್ಥಾನವನ್ನು ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಿಂದ ಹೊರತುಪಡಿಸುವಂತೆ ಕೋರಿ ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರು ಪ್ರಸ್ತಾವನೆಯನ್ನು ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

ಆಯುಕ್ತರು, ಧಾರ್ಮಿಕ ದತ್ತಿ ಇಲಾಖೆ ಇವರ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಸರ್ಕಾರವು ಪರಿಶೀಲಿಸಿ, ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶಿಸಿದೆ.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಕಂಇ 51 ಮುಆಬಿ 2018; ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 20ನೇ ಆಗಸ್ಟ್ 2018.

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ದಿನಾಂಕ: 23.03.2018ರಂದು ನಡೆದ ರಾಜ್ಯ ಧಾರ್ಮಿಕ ಪರಿಷತ್ತಿನ ನಿರ್ಣಯದಂತೆ, ಮೈಸೂರು ಜಿಲ್ಲೆ, ಮೈಸೂರು ತಾಲ್ಲೂಕು, ವರುಣ ಹೋಬಳಿ, ಇನಾಂ ಉತ್ತನಹಳ್ಳಿ ಗ್ರಾಮದಲ್ಲಿರುವ ಶ್ರೀ ಪ್ರಸನ್ನ ವೆಂಕಟರಮಣ ದೇವಸ್ಥಾನವನ್ನು ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆಯಲ್ಲಿನ ಪುಟ ಸಂಖ್ಯೆ:(618)ರ ಕ್ರಮ ಸಂಖ್ಯೆ:(210)ರಲ್ಲಿ ಅಧಿಸೂಚಿತ ಸಂಸ್ಥೆಗಳ ಪಟ್ಟಿಯಿಂದ ಹೊರತುಪಡಿಸಿ ಆದೇಶಿಸಿದೆ.

PR-411

SC-25

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆಜ್ಞಾನುಸಾರ ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

ಬಿ.ಎಸ್. ನಾಗರತ್ನಮ್ಮ

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ

ಕಂದಾಯ ಇಲಾಖೆ (ಮುಜರಾಯಿ)

COMMERCE AND INDUSTRIES SECRETARIAT

Sub: Approval of Share Holders Agreement (SHA) and State Support Agreement (SSA) for Tumakuru Node under Chennai-Bengaluru Industrial Corridor.

Read: 1) Proposal from CEO & EM, KIADB dated 02.08.2017.

-:O:-

PREAMBLE:

Government of India has taken up the development of economic and industrial corridors in the country along major national highways connecting economic and industrial hubs. The following five corridors are under development viz.,

- Delhi-Mumbai Industrial Corridor;
- Amritsar-Kolkatta Industrial Corridor;
- Chennai-Vizag Industrial Corridor;
- Chennai-Bengaluru Industrial Corridor; and
- Bengaluru-Mumbai Economic Corridor.

The identified corridors have an influencing area of around 150 kms on either side of these corridors and specific locations have been identified to be developed as Nodes along the corridors. These Nodes are proposed to be developed as Integrated Townships with the state-of-the-art infrastructure facilities and land use on the basis of clean and energy efficient technology; necessary social infrastructure; skill development facilities etc. These nodes will be administered by a Special Purpose Vehicle having all statutory powers.

Chennai-Bengaluru Industrial Corridor (CBIC) and Bengaluru-Mumbai Economic Corridor (BMEC) are passing through the State of Karnataka and the GoI has identified the following first Nodes on these corridors:

- Tumakuru Node on Chennai-Bengaluru Industrial Corridor &
- Dharawad Node on Bengaluru-Mumbai Economic Corridor.

Delhi Mumbai Industrial Corridor Development Corporation [DMICDC] with its experience of developing nodes has been nominated by GoI as nodal agency to give the technical assistance for the development of these Nodes.

The Scheme for the development of the Node envisages the following arrangement:

- A Special Purpose Vehicle [SPV] to be incorporated with 50% shareholding of the State Government and the remaining 50% shareholding of the GoI. The SPV will develop, operate, regulate and manage the Node in compliance with the Master Plan.
- The State Govt shareholding has to be specifically in the form of land which shall be given free of cost to the SPV as equity. The GoI will give the matching contribution in the form of grant for development of infrastructure for the Node maximum of Rs. 3,000 crore.
- The State Government equity of 50% in SPV can come through its wholly owned subsidiaries like Karnataka Industrial Areas Development Board [KIADB], apart from State Govt. The SPV will start developing the Node in stages and will allot the industrial lands for large, medium and small scale industries apart from residential and commercial development.
- The SPV for one Node can use its accumulated savings for the development of the next Node.
- The Additional Chief Secretary, Commerce & Industries Department shall be appointed as the Chairman of the Board and the CEO & MD of the SPV shall be appointed by the Board of the SPV. The Board comprises of six Directors, consisting of three Directors each nominated by State Government and NICDIT.

The Secretary, DIPP, GoI in the Joint Monitoring Committee Meeting held on 02.08.2016 has requested the State Government to give land as equity and come forward for signing of Share Holders Agreement [SHA] and State Support Agreement [SSA] as has been done in other States.

The State Government has identified Vasanthanarasapura Industrial area near Tumakuru as Tumakuru Node under CBIC and notified an extent of 9,629 acres at Vasanthanarasapura Phase-IV (1722 acres-final notification issued), Phase-V (3175 acres-preliminary notification issued) & Phase-VI (4732 acres-preliminary notification issued) for the development of Tumakuru Node.

During Budget Speech 2017-18 vide Para 390, the following new scheme has been announced:

"Under Chennai-Bengaluru Industrial Corridor Project, one-time grant of Rs. 400 crore will be provided for Tumakuru Industrial Node for land acquisition by the KIADB".

The Cabinet has approved for providing one time grant of Rs. 400 crore to Tumakuru Industrial Node for land acquisition by the KIADB for 4th Phase, Vasantha Narasapur, Tumakuru under Chennai-Bengaluru Industrial Corridor Project under HoA 4852-80-004-0-01 (211).

If the State Government provides 1722 acres of land at Vasanthanarasapura Phase-IV, Tumakuru to SPV then the Government of India will release the amount of worth of 1722 acres of land to the SPV so that initial phase of development of Tumakuru Node may be commenced. The net revenue realized by the SPV will be used for funding land acquisition for the 5th/6th Phase of Vasantha Narasapura. In this way, the SPV will be able to develop the entire node in stages using initial State Government assistance and subsequent releases from GoI.

As per the Government of India guidelines, the State Government/its agency has to sign Share Holders Agreement [SHA] and State Support Agreement [SSA] with National Industrial Corridor Development and Implementation Trust (NICDIT) to implement the Tumakuru Node under CBIC and CEO, DMICDC has forwarded the draft SHA and SSA on 06.01.2018 and requested the approval of the State Government.

The Share Holders Agreement (SHA) has to be signed by NICDIT & KIADB and the State Support Agreement (SSA) has to be signed by NICDIT, State Government and KIADB for Tumakuru Node under Chennai-Bengaluru Industrial Corridor.

The subject was discussed in detail and approved in the Cabinet Meeting held on 15.02.2018.

Hence this order.

GOVERNMENT ORDER NO: CI 315 SPI 2012, BENGALURU,
DATED: 26.02.2018

In the circumstances explained in the preamble, the Government is pleased to approve the Share Holders Agreement (SHA) to be signed by NICDIT & KIADB, enclosed at Annexure-1 and the State Support Agreement (SSA) to be signed by NICDIT, State Government and KIADB, enclosed at Annexure-2 for Tumakuru Node under Chennai-Bengaluru Industrial Corridor.

This order issues with the concurrence of Finance Department vide Note FD/309/Exp-1/2017, dated 04.10.2017, Energy Department vide file No. CI 118 SPI 2017, dated 17.05.2017, Urban Development Department vide file No. CI 118 SPI 2017/P2, dated 31.06.2017, Law Department Vide Note No. Law/353/OPN/2017, dated 11.12.2017 and Cabinet approval vide Subject No. C:138/2018, dated 15.02.2018.

By Order and in the name of the
 Governor of Karnataka,
G. NAGARATHNAMMA,
 Desk Officer (Technical Cell),
 Commerce and Industries Department

Draft for discussions only
Privileged and Confidential
January 4, 2018

Annexure-1 to G.O. No. CI 315 SPI 2012 dt. 26.02.2018

SHAREHOLDERS AGREEMENT

BY AND BETWEEN

**NATIONAL INDUSTRIAL CORRIDOR DEVELOPMENT AND IMPLEMENTATION
 TRUST**

AND

KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD

HSA ADVOCATES
 HEMANT SAHAI ASSOCIATES

81/1, Adchini, Sri Aurobindo Marg, New Delhi – 110017
 Ph: +91 11 6638 7000 | Fax: +91 11 6638 7099
 Email: mail@hsalegal.com | Web: www.hsalegal.com

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SHAREHOLDERS AGREEMENT

This shareholders agreement is executed as on this _____ day of _____, 2018, by and between:

1. **National Industrial Corridor Development and Implementation Trust**, a trust having its registered office at Room no. 341B, Third Floor, Hotel Ashok, Chanakyapuri, New Delhi -110021, acting on behalf of Government of India, through its Chief Executive Officer and Trustee, Shri Alkesh Kumar Sharma, (hereinafter referred to as “**NICDIT**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

2. **Karnataka Industrial Areas Development Board**, a statutory body duly constituted under the provisions of the Karnataka Industrial Areas Development Act, 1966, having its registered office at [4th and 5th Floor, East Wing, Khanija Bhavan, Race Course Road, Bengaluru, Karnataka -560 001], through [● *insert name and designation of the authorised signatory*](hereinafter referred to as “**KIADB**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

[**Note to the draft:** Addresses and details of the Parties to be confirmed.]

NICDIT and KIADB are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. NICDIT is a trust established by the Government of India, entrusted with the function to establish an enabling institutional, financing and operational framework for the integrated development of industrial corridors in India;
- B. KIADB is designated as the state level nodal agency for the State of Karnataka to coordinate and facilitate the activities of CBIC Project (as defined herein below) with the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Go and DMICDC (as defined herein below).
- C. The GoK (as defined herein below) has identified the area of Vasanthanarasapura in Tumakuru district, to be an industrial township [and notified the same as an industrial area] under the Karnataka Industrial Areas Development Act, 1966.
- D. NICDIT and the GoK/KIADB have decided to take up the development of the Industrial Township (as defined herein below) at Vasanthanarasapura in Tumakuru district through the SPV (as defined herein below). Karnataka State Industrial and Infrastructure Development Corporation, a wholly owned undertaking of the GoK, will facilitate in the development and implementation of the projects and will render assistance to the SPV in this regard, as and when required;

- E. The Parties are desirous of recording in writing their specific mutual understanding and agreement as to the rights and obligations of KIADB and NICDIT as the shareholders of the SPV and with regard to capitalization, organization, management and operation of the SPV to develop the Industrial Township, in accordance with the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

[Note to the draft: The definition section and cross references to be updated upon finalisation of the document.]

In this Agreement, in addition to the terms defined in the description of Parties, unless repugnant to the context or meaning thereof: (a) all capitalised words and expressions defined by inclusion in quotation and/ or parenthesis anywhere in this Agreement, have the same meanings as ascribed to such words and expressions; and (b) following words and expressions shall, have the meanings as set-out below:

“**Acceptance Date**” has the meaning ascribed to such term in Clause 10.4 of this Agreement;

“**Act**” means the Companies Act, 2013, and such provisions of the Companies Act, 1956 which are still in force, as applicable, or any statutory modification or re-enactment thereof, in force from time to time including any rules framed thereunder;

“**Affected Party**” has the meaning ascribed to such term in Clause 17 of this Agreement;

“**Affiliate(s)**” means, when used with respect to a Party, (i) a Person that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with the Party specified, or (ii) is a subsidiary of the same Person of which the Party is a subsidiary. For purposes of this definition, “**Control**” (including with correlative meaning, the terms “**Controlling**”, “**Controlled**” with respect to a Person) shall mean the right to, directly or indirectly, control the affairs of any third party either by: (i) holding more than 50% (fifty per cent) of the total voting rights in such third party concerned; or (ii) right to appoint a majority of directors on the board of such party concerned; or (iii) controlling the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or otherwise;

“**Agreement**” means this shareholders agreement and all annexures, schedules and appendices hereto, as amended and modified from time to time, in accordance with the terms hereof;

“**Appendix**” has the meaning ascribed to such term in Clause 4.3.1 of this Agreement;

“**Applicable Laws**” mean all laws, brought into force and effected by GoI or the GoK

including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“**Applicable Permits**” mean all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Industrial Township Projects, Trunk Infrastructure and Strategic Projects during the subsistence of this Agreement;

“**Articles**” or “**Articles of Association**” means the articles of association of the SPV;

“**Board**” or “**Board of Directors**” mean the board of directors of the SPV;

“**Business**” means the businesses that the SPV will undertake pursuant to the provisions of the Memorandum of Association;

“**Business Day**” means a day on which banks are generally open for normal business in the States of Delhi and Karnataka;

“**CBIC Project**” means the flagship Chennai-Bangalore Industrial Corridor project approved by the Union Cabinet, for the development of world class industrial nodes and related infrastructure between Chennai, Bangalore and Chitradurga, to achieve accelerated development and regional industry agglomeration in the states of Tamil Nadu, Karnataka and Andhra Pradesh and rapidly enhance India’s competitiveness in manufacturing;

“**CEO and Managing Director**” means the chief executive officer and managing director of the SPV to be appointed in accordance with the provisions of Clause 7.1.8 of this Agreement and Applicable Law;

“**Chairman**” means the chairman of the Board of the SPV as may be appointed for the time being;

“**Closing**” means the completion of the subscription and allotment of Shares in accordance with the provisions of this Agreement and completion of the other actions set out in Clause 15.1 hereof;

“**Competing Projects**” means any business or development, construction and/or operation of industrial parks/clusters/townships/projects, commercial, industrial or residential complexes, or other projects, which could directly or indirectly compete with the PPP projects at the Industrial Township, the Strategic Projects and the Facilities Development;

“**Confidential Information**” has the meaning ascribed to such term in Clause 16 of this Agreement;

“**Construction Works**” means all works and things necessary to complete the Industrial Township, Trunk Infrastructure and Strategic Projects in accordance with this Agreement;

“Contractor” means the Person or Persons, as the case may be, with whom the SPV may enter into, any contract for the development of the Industrial Township Project, Trunk Infrastructure and Strategic Projects, including contract for construction or operation and/or maintenance of any of the components of the Industrial Township Project, Trunk Infrastructure and Strategic Projects or matters incidental thereto, but does not include a Person who has entered into an agreement for providing financial assistance to the SPV;

“Deadlock” has the meaning ascribed to such term in Clause 9.2 of this Agreement;

“Deadlock Matter” has the meaning ascribed to such term in Clause 9.1 of this Agreement;

“Development Plan” has the meaning ascribed to such term in Clause 5.4.1 of this Agreement;

“Director” means a director of the SPV;

“DMICDC” means the Delhi Mumbai Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act 1956, having its registered office at Room no. 341B, Third Floor, Hotel Ashok, Chanakyapuri, New Delhi-110021 set up by the GoI pursuant to Union Cabinet approval, whose functions include but are not limited to, acting as the project development partner and knowledge partner to the industrial townships constituting the CBIC Project or their developers, promoters including the SPV, project specific companies, special purpose vehicles or other persons, that may be involved in the actual implementation of the industrial townships, related trunk infrastructure and Strategic Projects;

“Effective Date” means the date of execution of this Agreement by the Parties, being the date from which the Agreement shall be in full force and effect;

“Encumbrances” means, in relation to the Industrial Township, Trunk Infrastructure and Strategic Projects, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Industrial Township, Trunk Infrastructure and Strategic Projects, where applicable herein but excluding utilities referred to in Clause 4.6.1 of this Agreement;

“Facilities Development” has the meaning ascribed to such term in Clause 3.2.5 of this Agreement;

“Fair Price” has the meaning ascribed to such term in Clause 14.3.3 of this Agreement;

“Fee” means any charge or fee by whatever name called, to be determined by the SPV and payable by a User:

- (a) as user charge for using the Industrial Township, Trunk Infrastructure or Strategic Projects or a part thereof, or any other services or facilities in the Industrial Township, Trunk Infrastructure and Strategic Projects; or

- (b) towards compensating expenses incurred or to be incurred by the SPV towards the provision of Trunk Infrastructure; or
- (c) as consideration for availing Facilities Development; or
- (d) any other charge or fee as may be determined by the SPV;

"Fee Contract" means the contract, if any, entered into by the SPV with a Contractor for collection of Fee for and on behalf of the SPV and matters incidental thereto;

"Fee Contractor" means the Person, if any, with whom the SPV has entered into a Fee Contract;

"Financial Year" has the meaning ascribed to such term in Clause 12.6 of this Agreement;

"Force Majeure Event" means (i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India; (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case involving or directly affecting India; (iii) nuclear explosion, radioactive or chemical contamination; (iv) strikes, working to rule, go-slows and/or lockouts which are in each case nationwide or state wide in the State of Karnataka; (v) any act of God, such as, effect of the natural elements, including lightning, fire, earthquake, tidal wave, flood, storm, cyclone, typhoon or tornado; (vi) epidemic or plague; (vii) change in Applicable Law; (viii) the act or omission or delay of any Governmental Authority, not caused due to reasons attributable to the Party claiming Force Majeure Event, which prevents or causes a delay in the implementation of the Industrial Township Project; (ix) expropriation, creeping expropriation, requisition, confiscation, nationalization, export or import restrictions;

Provided that each of the aforementioned event is beyond the reasonable control of the Party claiming Force Majeure Event, which could not have been prevented by exercise of reasonable care on the part of such Party (including its Affiliates or any of their respective employees, servants or agents) and which could not have been reasonably foreseen, and directly affects the Industrial Township Project or the ability of a Party to perform its obligations under this Agreement;

"General Meeting" has the meaning ascribed to such term in Clause 8.1 of this Agreement;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the SPV in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"Government" means, as the context may require, the GoK or GoI;

"Government of India" or **"GoI"** means the Union Government of India;

“Government of Karnataka” or “GoK” means the State Government of Karnataka;

“Governmental Authority” means any government authority, regulatory authority, statutory authority, government department, agency, commission, board, tribunal or court, a rule or regulation making entity having or purporting to have jurisdiction in India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

“Grant” has the meaning ascribed to such term in Clause 3.2.3 of this Agreement;

“Industrial Township” means the township to be developed in accordance with the provisions of this Agreement, at the Site set forth in **Schedule-A** i.e., at Vasanthanarasapura in Tumakuru district, to be developed as an industrial township under the CBIC Project, and notified or to be notified as such by the Governor of the State of Karnataka under the Proviso to Article 243Q of the Constitution of India and/or provisions analogous to the same;

“Industrial Township Project” means the development of the Industrial Township to be undertaken by the SPV in accordance with this Agreement;

“KTCP Act” means the Karnataka Town and Country Planning Act, 1961;

“Lease Agreement” means the lease agreement to be executed between KIADB and the SPV, in the form set forth in **Schedule-E** to this Agreement;

“Lock-in Period” has the meaning ascribed to such term in Clause 10.1 of this Agreement;

“Maintenance Programme” has the meaning ascribed to such term in Clause 5.7.2 of this Agreement;

“Master Plan” has the meaning ascribed to such term in Clause 5.3.1 of this Agreement;

“Memorandum of Association” means the memorandum of association of the SPV;

“National Investment and Manufacturing Zones” or “NIMZ” means the National Investment and Manufacturing Zones as specified in the National Manufacturing Policy notified on November 4, 2011 by the Ministry of Commerce and Industry, GoI;

“Offeree” has the meaning ascribed to such term in Clause 10.2 of this Agreement;

“Offeror” has the meaning ascribed to such term in Clause 10.2 of this Agreement;

“Person” means and includes an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, department or an agency or instrumentality thereof and/or any other legal entity;

“Principal Business” has the meaning ascribed to such term in Clause 3.2.1 of this Agreement;

“Project Agreements” means this Agreement, the agreements for financing the development of the Industrial Township Project, engineering procurement and construction (EPC) contracts, operations and management (O&M) contracts, Fee Contracts, all agreements relating to Facilities Development and any other agreements or material contracts including consultancy contracts that may be entered into by the SPV with any Person in connection with matters relating to, arising out of or incidental to the Industrial Township Project;

“Project Land” means the project land constituting the Site specified in Schedule-A (Vasanthanarasapura in Tumakauru district) to this Agreement;

“Project Development Expenses” means and includes all costs/expenses incurred by DMICDC for project development activities including preparation of feasibility reports, detailed project reports (DPR), detailed engineering, project structuring, tying up infrastructure linkages, financial tie-ups/closure, obtaining requisite approvals from competent authorities, legal advice and documentation, tendering, bidding out project to developers, contractors along with project monitoring, management and supervision;

“Project Facilities” means the facilities as described in Schedule-C of this Agreement;

“Right of Way” means the de-facto possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Industrial Township, Trunk Infrastructure, Strategic Projects and Facilities Development in accordance with this Agreement;

“Rs.” or **“Indian Rupees”** means the lawful currency of India;

“Scope of Projects” has the meaning ascribed to such term in Clause 2.2.1 of this Agreement;

“Shares” mean the equity shares, each of face value of Rs.10 (Rupees ten), in the share capital of the SPV;

“Shareholder” or **“Shareholders”** mean any Person who holds Shares of the SPV, in accordance with the terms of this Agreement and Applicable Laws;

“Site” has the meaning ascribed to such term in Clause 4.1 of this Agreement;

“SPV” means the public company limited by shares, to be incorporated in terms of Clause 3.1.1 of this Agreement, under the provisions of the Act;

“State Support Agreement” means the agreement executed on or around the date hereof, between the Parties hereto and the GoK for provision of the state support in respect of certain aspects related to the development of the Industrial Township as envisaged under this Agreement;

“Strategic Projects” means the diverse infrastructure and other projects for provision of services primarily, but not exclusively, for the Industrial Township or other industrial townships forming part of the CBIC Project, intended to be developed or promoted by DMICDC, whether through the SPV or otherwise, to achieve early development of and induce growth within the industrial townships forming part of the CBIC Project. These

Strategic Projects may not necessarily be located within any of the industrial townships forming part of the CBIC Project and may include, but not be limited to, projects related to power generation, transmission and distribution, water treatment and supply, waste management, sewage treatment, transportation, logistics parks, exhibition cum convention centres and other Trunk Infrastructure and shall, where the context so requires when used in this Agreement, refer to such of the Strategic Projects as may be determined by NICDITas being projects to be implemented by or together with the SPV;

“Transfer Notice” has the meaning ascribed to such term in Clause 10.3 of this Agreement;

“Trunk Infrastructure” means the diverse infrastructure and other projects for provision of services primarily, but not exclusively, for the Industrial Township, that is not capable of commercialisation or is not amenable to development under the public private partnership (PPP) model and therefore, is intended to be developed or promoted by the SPV. The Trunk Infrastructure may not necessarily be located within the Industrial Township;

“UDD” has the meaning ascribed to such term in Clause 5.3.4 of this Agreement;

“Urban Services” means all urban services and functions to be provided or discharged by the SPV including construction and maintenance of roads, transportation, water supply and sanitation, public health engineering, power supply, street lighting, city gas supply, environmental management, building sanctions and development control, any other services by whatever name called, akin to municipal services, within or in relation to the Industrial Township; and

“User” means a Person or entity who is a resident of or a user of the Industrial Township, Trunk Infrastructure and/or Strategic Projects or any other facility therein, and shall, for the avoidance of doubt, include any Person to whom land sites may be allotted, sold, leased and/or licensed by the SPV, for its use in accordance with the Master Plan, or for undertaking any Construction Works or development of a Trunk Infrastructure or a Strategic Project.

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires:

- 1.2.1 words importing singular shall include plural and vice versa;
- 1.2.2 headings (including for Schedules and Annexures) are for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.2.3 references to Recitals, Clauses, Sub-clauses, Schedules, Annexures or Appendices in this Agreement shall be deemed to be references to recitals, clauses, sub-clauses, schedules, annexures and appendices, of and to this Agreement;
- 1.2.4 reference to any agreement, including this Agreement, deed, document, instrument, rule, regulation, notification, statute or the like, shall mean a reference to the same as may have been duly amended, modified or replaced. For avoidance of doubt, a document shall be construed as amended, modified or replaced only if such

amendment, modification or replacement is executed in compliance with the provisions of such document(s);

- 1.2.5 time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day;
- 1.2.6 any reference to time shall, except where the context otherwise requires, be construed as a reference to the time in India. Any reference to the calendar shall be construed as reference to the Gregorian calendar;
- 1.2.7 reference to any Applicable Law includes a reference to such Applicable Law as amended re-enacted or supplemented from time to time and any rule or regulation made thereunder;
- 1.2.8 the rule of construction, if any, that a contract should be interpreted against the Party(ies) responsible for the drafting and preparation thereof, shall not apply;
- 1.2.9 the terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole;
- 1.2.10 the use of the word “including” followed by specific example(s) in this Agreement, shall not be construed as limiting the meaning of the general wording preceding it; and
- 1.2.11 “writing” shall include typewriting, printing, lithography, photography and other modes of representing words in a legible form (other than writing on an electronic or visual display screen) or other writing in non-transitory form.

2. THE INDUSTRIAL TOWNSHIP, TRUNK INFRASTRUCTURE AND STRATEGIC PROJECTS; THEIR SCOPE

2.1 Industrial Township, Trunk Infrastructure and Strategic Projects

- 2.1.1 The Industrial Township shall mean and include the construction, development, operation and maintenance of the Industrial Township, including for the avoidance of doubt, Facilities Development, Trunk Infrastructure and Strategic Projects, in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the scope of development of the Industrial Township, Trunk Infrastructure and Strategic Projects, as set out herein below.

For the avoidance of doubt, the Industrial Township, Trunk Infrastructure and Strategic Projects shall also mean and include procurement of the Project Land and disposal of any development on the Industrial Township, and/or the Industrial Township, Trunk Infrastructure and Strategic Projects or any part thereof, and collection of Fee, as contemplated in this Agreement.

- 2.1.2 KIAD Band NICDI agree that the Industrial Township, Trunk Infrastructure and the Strategic Projects, shall be implemented by them through the SPV, in accordance with the provisions of this Agreement.

2.2 Scope of development of the Industrial Township, Trunk Infrastructure and Strategic Projects

2.2.1 The scope of development of the Industrial Township, Trunk Infrastructure and Strategic Projects ("Scope of Projects") to be executed by the SPV shall mean and include:

- (a) land procurement, planning, development, operations and maintenance, and disposal of land and built-up areas and Facilities Development on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the specifications and standards set forth in Schedule-D;
- (b) operation, maintenance, collection of Fee, governance and management of the Industrial Township, Trunk Infrastructure and Strategic Projects and performance of the Urban Services in accordance with the provisions of this Agreement;
- (c) undertake the development and construction of the Facilities Development and disposal of any development on the Industrial Township, Trunk Infrastructure and Strategic Projects and/or the Industrial Township, Trunk Infrastructure and Strategic Projects, or any part thereof, as contemplated in this Agreement;
- (d) undertake such other functions and activities as may be necessary and/or incidental to the above; and
- (e) performance and fulfilment by the SPV of all other obligations set out herein, in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the SPV's obligations under this Agreement.

3. **SPV AND GRANT**

3.1 SPV

3.1.1 The Parties shall ensure that no later than 180 (one hundred and eighty) days from the execution hereof, the SPV is incorporated as a public limited company under the provisions of the Act under the name and style of Tumakuru Industrial Township Company Limited (TITCL), or such other name as may be approved by the concerned Registrar of Companies and mutually agreed between the Parties. The registered office of the SPV shall be located at Bengaluru or at such other location as may be mutually agreed between the Parties. Upon incorporation, the Parties shall ensure that the SPV executes a deed of adherence to become a party to this Agreement and be bound by all the provisions contained in this Agreement.

3.1.2 The Parties agree that the Articles of Association and Memorandum of Association shall be approved by NICDIT and shall, as far as possible and as permissible by Applicable Law, incorporate the provisions of this Agreement. The Parties further agree that in the event of any conflict between the terms of this Agreement and the Articles of Association and/or Memorandum of Association, the terms and conditions of this Agreement shall prevail and take precedence as amongst the Parties hereto.

- 3.1.3 The SPV shall perform the functions and discharge the obligations set out herein, and the Parties shall ensure that all steps as may be necessary to authorise and oblige the SPV shall be taken, including but not limited to execution of necessary agreements with the SPV.
- 3.1.4 The SPV shall bear all the cost of its incorporation and all related and incidental costs.
- 3.1.5 The SPV shall be incorporated by 7 (seven) subscribers, 3 (three) subscribers shall be nominated by NICDIT and the remaining 4 (four), by KIADB. NICDIT and KIADB shall each subscribe to Shares constituting 50% (fifty percent) of the share capital of the SPV. Further capitalisation of the SPV shall be in accordance with Clause 6 hereof.
- 3.1.6 Subject to the provisions of the Act and the Articles, each fully paid Share shall carry 1(one) vote.
- 3.1.7 The SPV shall at all times be managed and operated as an independent enterprise, and managed in a professional, efficient, commercial and business-like manner at all times for the benefit of the Shareholders. Except as expressly authorized in this Agreement, the SPV shall not at any time engage in dealings or transactions with any Party or its Affiliates on terms more favourable than would be accorded to an independent, non-affiliated Person or company. It is hereby expressly agreed between the Parties that all related party dealings or transactions will not be permitted unless unanimously approved by the Parties in writing and in accordance with the terms of this Agreement.
- 3.2 Principal business of the SPV
- 3.2.1 The principal business of the SPV shall be to implement the Industrial Township, Trunk Infrastructure and the Strategic Projects, in accordance with the Scope of Projects and the provisions of this Agreement ("**Principal Business**"). Accordingly, the Principal Business shall include preparation of the Master Plan, undertaking by itself or through other Persons the Construction Works, operation and maintenance of the Industrial Township, Trunk Infrastructure and the Strategic Projects, including for the avoidance of doubt, provision of Urban Services, collection of Fee, and such other matters incidental thereto or necessary for the performance of any or all of the SPV's obligations under this Agreement.
- 3.2.2 NICDIT and KIADB shall undertake and ensure that the Principal Business is carried by them only through the SPV (including through other Persons/agencies duly appointed or authorized by the SPV) and therefore, each of NICDIT and KIADB confirm, acknowledge and undertake that they shall not undertake or engage in any Competing Projects for a period of 20 (twenty) years, within a radius of 25 (twenty five) kilometres, either by themselves or through any other entity and/or together with any Person other than the SPV. Provided however that, the aforesaid restriction shall not apply to the projects, as specified in Schedule-F hereof, being the ongoing projects of brownfield area of industrial township of NIMZ, existing and ongoing industrial clusters / parks / projects of KIADB and GoK, and land allotments already made to any specific industry.
- 3.2.3 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, KIADB and NICDIT hereby grant to the SPV the exclusive rights set forth herein including the exclusive right, licence and authority during the subsistence of this Agreement to execute the Principal Business ("the

Grant") and the SPV hereby accepts the Grant and agrees to implement the Industrial Township Project subject to and in accordance with the terms and conditions set forth herein.

3.2.4 Subject to and in accordance with the provisions of this Agreement, the Grant hereby granted shall obligate or entitle (as the case may be) the SPV to:

- (a) leasehold rights, title and interest, Right of Way and access to the Site for the purpose of the Grant conferred hereunder and where the SPV determines, acquiring additional land;
- (b) plan, finance, develop, construct and commercially exploit, the Industrial Township, including the Facilities Development, Trunk Infrastructure Projects and the Strategic Projects, regulate and enforce the Master Plan, Development Plan, zonal plans and other detailed planning and development control guidelines, building byelaws etc., and dispose of any development on the Industrial Township and/or the Industrial Township, or any part thereof, as contemplated in this Agreement and to appropriate the Fee received for such disposal;
- (c) manage, operate and maintain the Industrial Township, Trunk Infrastructure and Strategic Projects including provision of Urban Services, and regulate the use thereof by third parties;
- (d) determine, demand, collect and appropriate Fee from Persons liable for payment of Fee for using the Industrial Township, Trunk Infrastructure and Strategic Projects and availing of the Urban Services or any part thereof and take appropriate measures if the Fee due in respect of any Urban Service is not paid by any User;
- (e) perform and fulfil all of the SPV's obligations under and in accordance with this Agreement;
- (f) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the SPV under this Agreement;
- (g) not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Grant hereby granted or on the whole or any part of the Industrial Township, nor transfer, lease, license or part possession thereof, save and except as expressly required for financing of the Industrial Township Project and as otherwise permitted by this Agreement;
- (h) enter into Project Agreements for purposes of carrying out its functions hereunder;
- (i) undertake, in respect of the Industrial Township, such of the functions assigned to the special purpose vehicle envisaged in the National Manufacturing Policy, 2011 issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, GoI, in respect of NIMZ;
- (j) enter into joint ventures, set up subsidiaries, establish special purpose vehicles, grant concessions, enter into lease or leave and license arrangements in respect

of the Industrial Township, Trunk Infrastructure and Strategic Projects or part thereof, make equity and other financial investments and create such other corporate and administrative structures as may be required towards effective development of the Industrial Township, Trunk Infrastructure and Strategic Projects; and

(k) undertake any other functions as may be mutually agreed between the Parties.

3.2.5 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Grant hereby granted shall, without prejudice to the provisions of Clause 3.2.4, entitle the SPV to undertake development, construction, operation and maintenance of Industrial Township, Trunk Infrastructure and Strategic Projects on the Site specified in Schedule-A, and to exploit such development for commercial purposes (the “Facilities Development”) which shall, without limiting the generality of the above, include the right to sell, lease, sub-lease or license any or all parts thereof, demand and collect Fee and undertake such other activities incidental thereto or necessary for the same, in the manner the SPV deems fit. For the avoidance of doubt, Facilities Development shall include development and construction of residential, commercial and industrial assets, including support infrastructure for the same.

3.3 Obligations of the SPV in relation to the Industrial Township Project, Trunk Infrastructure and Strategic Projects

3.3.1 Subject to and on the terms and conditions of this Agreement, the SPV shall:

- (a) at its cost and expense, procure, finance for, and undertake the design, engineering, procurement, construction, operation and maintenance of the Industrial Township and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder;
- (b) comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement;
- (c) subject to the provisions of Sub-Clauses (a) and (b) above, discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person;
- (d) subject to and in accordance with the provisions of this Agreement and Applicable Laws, undertake development, operation and maintenance of the Industrial Township and make commercial use thereof in accordance with the provisions of Clause 3.5;
- (e) subject to and in accordance with the provisions of this Agreement and Applicable Laws, undertake development, operation and maintenance of the Facilities Development and make commercial use thereof in accordance with the provisions of Clause 3.6;
- (f) at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
 - (i) make, or cause to be made, necessary applications to the relevant

Governmental Authorities with such particulars and details as may be required for obtaining Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

- (ii) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems required for the Industrial Township;
- (iii) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- (iv) ensure and procure that its Contractors shall comply with all Applicable Permits and Applicable Laws in the performance by them of any of the SPV's obligations under this Agreement;
- (v) not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
- (vi) procure that all facilities and amenities within the Industrial Township are operated and maintained in accordance with Good Industry Practice and the Users have non-discriminatory access for use of the same;
- (vii) procure that all sub-contracts and other Project Agreements are consistent with this Agreement and do not confer any rights on the Contractors inconsistent with this Agreement; and
- (viii) maintain a high standard in the appearance and aesthetic quality of the Industrial Township, Trunk Infrastructure and Strategic Projects and achieve integration of the Industrial Township, Trunk Infrastructure and Strategic Projects with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The SPV shall engage professional architects and town planners of repute for ensuring that the design of the Industrial Township meets the aforesaid aesthetic standards.

3.3.2 Sole purpose of the SPV

The SPV shall be set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement. The SPV or any of its subsidiaries shall not, except with the previous written consent of the Parties, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

3.3.3 Urban Services

The SPV shall, where necessary, apply for and obtain the necessary licenses, permits and approvals, as may be required under Applicable Law, to be able to develop the necessary infrastructure for and to provide the Urban Services. GoK has, under the State Support Agreement, agreed to provide necessary support and assistance to enable

the SPV to obtain such licenses, permits and approvals, including, but not limited to, procuring the necessary notification by the Governor of the State of Karnataka under the Proviso to Article 243Q of the Constitution of India or any other provisions of Applicable Law.

3.4 Functions and Responsibilities of the Parties

3.4.1 SPV

The Parties undertake to procure that the SPV shall, and they shall cause the SPV to, assume and undertake the following functions and responsibilities:

- (a) In order to enable the SPV to undertake the Principal Business and performance of any or all of the obligations under this Agreement, the Parties agree that the functions and responsibilities specified in Part A of Annexure A, including any other matter necessary and/or incidental to the development, construction, operation and maintenance of the Industrial Township, Trunk Infrastructure and Strategic Projects, shall be undertaken exclusively by the SPV or any subsidiary or subsidiaries of the SPV identified by the SPV.
- (b) To ensure that the SPV is duly authorised and empowered to undertake the Principal Business and carry out its functions specified in Part A of Annexure A, the Parties shall take such steps as may be necessary, including but not limited to, delegating and assigning appropriate powers necessary and required under Applicable Law, to the SPV, as envisaged under this Agreement and in accordance with Applicable Law.

3.4.2 KIADB

- (a) The functions and responsibilities of KIADB in relation to the Principal Business shall be as detailed in Part B of Annexure A. GoK/KIADB shall ensure that the SPV is designated as the Planning Authority under the provisions of KTCP Act, in respect of the Industrial Township, Trunk Infrastructure and Strategic Projects.
- (b) KIADB shall acquire/transfer the Project Land to the SPV at a cost equivalent to the cost of acquisition of the Project Land. For the avoidance of doubt, the cost of acquisition shall be the compensation paid or to be paid by KIADB together with such charges leviable by KIADB as required under Applicable Laws, [being (• please insert exact details of the type of charges)] and shall not include any premium, development charge, administrative charge, land pooling charges, or any supplemental or incremental charge by whatever name called, or the stamp duties, if any, payable on the conveyance of the land to the SPV. The aforesaid cost of acquisition of land incurred shall be treated as KIADB's equity contribution to the SPV and the SPV shall issue equity shares at par value to KIADB equivalent to such amount. KIADB undertakes to make an appropriate representation to GoK to seek exemption under Section 9 of the Indian Stamp Act 1899, from payment of 50% (fifty percent) of the stamp duty on the conveyance of land to the SPV. GoK shall reimburse the amount of the stamp duty paid by the SPV, which will be regarded as the equity contribution of KIADB/GoK, to the share capital of the SPV. The equity contribution of

KIADB/GoK will be matched by equal equity contribution by NICDIT, in accordance with the terms of this Agreement.

- (c) Without limiting the generality of the provisions in Clause 3.2 above, GoK agrees to assign and delegate on an exclusive basis to the SPV, all the functions to be carried out by the GoK under the provisions of the KTCP Act, in its capacity as the Planning Authority in respect of the Industrial Township.
- (d) Where, for any reason whatsoever, the GoK is unable, due to application of any law or otherwise for reasons acceptable to NICDIT/ GoI to delegate all or some of its functions of the Planning Authority under the KTCP Act, as envisaged in Clause 3.4.2(c) above, then GoK shall duly appoint and/or nominate the SPV on an exclusive basis to undertake these functions and shall thereafter, accept all the recommendations of the SPV in relation to the functions carried out by it and shall, where necessary, take such steps as may be required under the provisions of the KTCP Act, in its capacity as the Planning Authority, to ratify and/or approve such recommendations from the SPV.
- (e) Without limiting the generality of the above, KIADB and GoK shall accept and adopt the Master Plan in relation to the Industrial Township and take all such actions as may be required to make such Master Plan valid and effective for purposes of the KTCP Act. KIADB and GoK shall not make any modifications and/or amendments to the recommendations made by the SPV, including with respect to the Master Plan in relation to the Industrial Township, except with the prior written approval of NICDIT. GoK shall be entitled to provide comments on the recommendations including with respect to the Master Plan in relation to the Industrial Township, and the SPV shall duly consider these comments while finalising its recommendations and the Master Plan.
- (f) KIADB and GoK undertakes to procure that the SPV shall be the authority responsible for implementation of the Industrial Township and shall be the sole and exclusive authority responsible for all the functions to be carried out by any authority under the provisions of the KTCP Act or other Applicable Laws, in respect of the Industrial Township.

3.4.3 NICDIT and DMICDC

- (a) The functions and responsibilities of NICDIT shall be as detailed in Part C of Annexure A.
- (b) KIADB and the SPV recognise and acknowledge that DMICDC has been mandated by the GoI to develop and implement the CBIC Project, including the Industrial Township Project, Trunk Infrastructure and Strategic Projects. KIADB and SPV also recognise and acknowledge that DMICDC has already expended significant effort in planning and developing the diverse projects under the CBIC Project, including for the Industrial Township Project, Trunk Infrastructure and Strategic Projects, and such planning and development includes preparation of the perspective plans, master plans and detailed progress reports (DPRs). The Parties also recognise and acknowledge that DMICDC has acquired special technical and commercial expertise and experience in developing industrial townships such as the Industrial Township. In the circumstances, without limiting the generality of Part C of Annexure

A, and in accordance with the approval granted by the Union Cabinet, KIADB and the SPV recognise, acknowledge and agree that DMICDC (either directly or through a project management company) shall act as the knowledge partner, project development agency and transaction advisor to the SPV for the Industrial Township Project, Trunk Infrastructure and Strategic Projects, and the development and management of the Master Plan, including any changes thereto, shall be within the exclusive domain of DMICDC. With regard to the above:

- DMICDC will get all plans, techno-economic studies, engineering designs prepared, obtain requisite approvals, tie up finances, viability gap funding (VGF), structure projects on PPP and EPC basis, tender out projects and get them executed and supervise them;
- DMICDC will help in capacity building of the SPV and associated State institutions;
- The Parties also agree that the projects shall be executed through transparent competitive bidding process, which will be conducted independently by DMICDC on behalf of the SPV or its subsidiaries; and
- The Parties further agree that DMICDC will be entitled to recover Project Development Expenses incurred by it, and DMICDC will also be entitled to success fees from successful project developers or the SPV, as the case may be, on successfully bidding out projects.

3.5 Development of Industrial Township Project, Trunk Infrastructure and Strategic Projects

3.5.1 The SPV shall construct, operate, maintain and manage the Industrial Township to bring it to and maintain it at a world class standard in terms of the quality of the facilities, management and the quality of service provided to all Users. Without prejudice to the generality of the foregoing, the SPV shall undertake the following in order to establish mechanisms to review and assess performance in respect to service delivery and management systems.

3.5.2 Development Standards and Requirements: It is the intention of the Parties to achieve a world-class Industrial Township with world-class facilities. The construction, operation, maintenance and management of the Industrial Township, Trunk Infrastructure and Strategic Projects will comply with all appropriate technical requirements as set out in international, national and local standards and laws and in particular will comply with the requirements recommended by DMICDC as the project development partner in accordance with Clause 3.4.3(b).

3.6 Facilities Development

3.6.1 The SPV shall undertake the Facilities Development on the Site specified in Schedule-A, and to exploit such development for commercial purposes with the right to sell, lease, license any or all parts thereof and demand and collect Fees and undertake such other activities incidental thereto or necessary for the same, as specified in Clause 3.2.5.

3.6.2 The development and maintenance of infrastructure such as roads, electric supply,

water supply, sewerage and drains as part of the Facilities Development, shall be undertaken or caused to be undertaken by the SPV (either directly or through PPP/project management company) in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice.

3.6.3 Operation & Maintenance of Facilities Development: The SPV shall comply with this Agreement, Applicable Laws and Good Industry Practice in the operation, maintenance and management of the Facilities Development (either directly or through PPP/project management company) and shall make commercial use thereof subject to the provisions of this Agreement and Applicable Laws.

3.6.4 Taxes and Revenues

- (a) The SPV shall be entitled to recover Fee from the Users of the Facilities Development.
- (b) All costs, expenses, taxes, cess, fees and charges relating to the Facilities Development, other than taxes on property, shall be borne by the SPV and may be recovered from Users.
- (c) All revenues accruing from the Facilities Development shall be appropriated by the SPV in accordance with the provisions of this Agreement and Applicable Laws. The Parties agree that all profits generated by the SPV shall be solely applied towards development of the Industrial Township. However, in the event the profits generated by the SPV are surplus and not required for the Industrial Township, the same may be, as may be mutually decided by NICDIT and KIADB, applied towards other industrial, infrastructure and manufacturing projects in the State of Karnataka.

3.6.5 Restrictions on use of Facilities Development

The SPV shall procure that the development and use of Facilities Development is in accordance with the provisions of Applicable Laws and may include construction and operation of industrial parks, residential and commercial facilities, hotels, restaurants, convention centre, retail shops for residents and Users, office complexes, shopping malls, industrial park, commercial park or entertainment complex and such other Construction Works as may be determined by the SPV.

4 **PROJECT SITE**

4.1 The Site

The site of the Industrial Township, Trunk Infrastructure and Strategic Projects shall comprise of the land parcels described in Schedule-A that shall be acquired and transferred by KIADB to the SPV and in respect of which the Right of Way shall be provided and granted by the GoK/KIADB to the SPV under and in accordance with this Agreement (the "Site"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the Industrial Township, Trunk Infrastructure and Strategic Projects and includes Facilities Development.

4.2 Right, Title and Interest and Right of Way

- 4.2.1 KIADB hereby undertakes to transfer and grant lease of the Site (along with all rights, title and interest of the Site) to the SPV, free of all and any Encumbrances of any kind, and shall ensure that the SPV shall have access to the Site for undertaking all and any activities, including but not limited to carrying out any surveys, investigations and soil tests, zoning, development and construction of the Industrial Township, Trunk Infrastructure and Strategic Projects. The Parties agree that the Site shall be leased, as per Applicable Laws, for the period of 99 (ninety-nine) years, with automatic renewal on every expiry of the term thereof, in accordance with the terms of the Lease Agreement. The Lease Agreement executed for such transfer shall not place any onerous conditions on the SPV and shall be in accordance with the Lease Agreement, substantially in the form set forth in Schedule-E of this Agreement.
- 4.2.2 In consideration of the mutual covenants contained herein, KIADB, in accordance with the terms and conditions set forth herein, hereby undertakes to facilitate transfer of right, title and interest to the SPV, in respect of all the land, together with any buildings, constructions or immovable assets and other structures, if any, thereon and also all trees, waterways, channels, natural resources and features on the surface whatsoever and usufructory rights thereon, comprising the Site which is described, delineated and shown in Schedule-A hereto, on an "as is where is" basis, free of any Encumbrances, to develop, operate and maintain the Industrial Township, Trunk Infrastructure and Strategic Projects including the Facilities Development, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Site, hereditaments or premises or any part thereof belonging to or in manner appurtenant thereto or enjoyed therewith, with the complete rights to the SPV to commercially exploit the same in the manner envisaged in this Agreement.
- 4.3 Procurement of the Site
- 4.3.1 The Parties and the SPV shall, on a mutually agreed date and time and in any event, no later than 120 (one hundred and twenty) days from the date hereof, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix, (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted by GoK/KIADB to the SPV. Signing of the memorandum, in three counterparts (each of which shall constitute an original), by the authorised representatives of the Parties and the SPV shall be deemed to constitute a valid licence and Right of Way to the SPV for free and unrestricted use and development of the vacant and unencumbered Site under and in accordance with the provisions of this Agreement. KIADB by itself or through GoK agencies shall procure the vacant possession and access to the parts of the Site as set forth in the Appendix and hand the same over to the SPV, no later than 180 (one hundred and eighty) days, from the date of the memorandum.
- 4.3.2 Without prejudice to the provisions of Clause 4.3.1, the Parties hereto agree that on or prior to 6 (six) months from the Effective Date, KIADB shall have granted vacant access and Right of Way such that the Appendix shall not include more than 10 % (ten per cent) of the total area of the Site. For the avoidance of doubt, KIADB acknowledges and agrees that the Appendix shall not include any land which may prevent the construction of roads, drainages network, sewage network, power trenches and other utility networks, etc.

4.3.3 KIADB shall, if so required by the SPV, procure (by itself or through any other GoK agency) on behalf of the SPV, additional land in accordance with Applicable Laws, over and above the Project Land, required for ancillary buildings, maintenance depots, electric sub-stations, water treatment plants, effluent treatment plants or other construction of works for the Industrial Township, Trunk Infrastructure and Strategic Projects, and upon procurement, such additional land shall be transferred to the SPV on terms mutatis mutandis as provided herein for the transfer of the Project Land, and upon such transfer, such additional land shall form part of the Site and vest in the SPV, provided that the cost of acquisition of such additional land acquired under this Clause 4.3.3 shall be determined in accordance with Clause 3.4.2 (b) above and shall be borne by the SPV in accordance with this Agreement. It is further agreed that the SPV may, at any time, suo moto acquire any land in addition to the Project Land, required for the Industrial Township Project, Trunk Infrastructure and Strategic Projects.

4.4 Site to be free from Encumbrances

KIADB shall ensure that the Site is made available by the appropriate Governmental Authority to the SPV pursuant hereto free from all Encumbrances and occupations, including for the avoidance of doubt, any existing Rights of Way, easements, privileges, liberties and appurtenances to the Site. The SPV shall be required to pay only such amounts as expressly specified herein and no other amounts whatsoever on account of any costs, compensation, expenses and charges for the acquisition and use of such Site shall be payable.

4.5 Protection of Site from encroachments

The SPV shall have the right to protect the Site from any and all occupations or encroachments and take appropriate action to clear any such occupations or encroachments. GoK through KIADB shall provide all assistance, including delegating to the SPV and/or exercising itself, the rights vested in it in this regard.

4.6 Utilities, Associated Roads and Trees

4.6.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the SPV shall have the right to cause the respective entities owning the existing roads, Right of Way or utilities on, under or above the Site to assign the same to the SPV such that the SPV is enabled to keep such utilities in continuous satisfactory use, and shall, if necessary for the development of Industrial Township, Trunk Infrastructure and Strategic Projects initiate and undertake at its cost, legal proceedings for acquisition of any Right of Way necessary for the same.

4.6.2 Shifting of obstructing utilities

The SPV shall, subject to Applicable Laws with due approvals and with assistance of KIADB, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Industrial Township, Trunk Infrastructure and Strategic Projects. The Board of the SPV shall decide on the compensation payable

to KIADB or the entity owning such utility towards any costs associated with shifting of such utilities.

5 CONSTRUCTION AND OPERATION AND MAINTENANCE

5.1 Obligations prior to commencement of construction

5.1.1 Prior to commencement of Construction Works, the SPV shall:

- (a) appoint consultants of international repute and experience for preparation of master plans, development plans, zonal plans, detail plans, detailed project reports, detailed feasibility reports and any other related studies to be conducted prior to commencement of work, in consultation with the Parties, the Master Plan and the Development Plan;
- (b) appoint its representative, duly authorised to deal with the Parties in respect of all matters under or arising out of or relating to this Agreement;
- (c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
- (d) make its own arrangements for quarrying of materials needed for the Construction Works under and in accordance with the Applicable Laws and Applicable Permits.

5.2 Obligations post commencement of construction

5.2.1 Organisation of Site

- (a) The SPV will organise the Site during the period of construction with regard to safety precautions, fire protection, security, transportation, delivery of goods, materials, plant and equipment, control of pollution, maintenance of competent personnel and labour and industrial relations and general site services including, without limitation, access to and on the Site, allocation of space for Contractors' and sub-contractors' offices and compounds and the restriction of access to the Site to authorised persons only.
- (b) Neither the submission of any drawing or document under or pursuant to any provision of this Agreement or otherwise, nor its approval or disapproval, nor the raising of queries on, or the making of objections to or the making of comments, suggestions or recommendations on the same by KIADB shall prejudice or affect any of the SPV's rights, entitlements, obligations or liabilities in relation to design and construction, which shall always continue to remain with the SPV.

5.2.2 Materials

The SPV will ensure that the Construction Works will comprise of only materials and goods which are of sound and merchantable quality and which are manufactured and prepared in accordance with Applicable Law and that all workmanship shall be in accordance with Applicable Law and with Good Industry Practice applicable at the

time of construction and/or installation.

5.3 Master Plan for the Site

- 5.3.1 DMICDC has, as on the Effective Date, commenced preparation of the master plan, development plans, townplanning scheme, development regulations and techno-economic feasibility reports/detailed project reports (DPR) for the Industrial Township, Trunk Infrastructure and Strategic Projects (collectively referred to as the “**Master Plan**”). The Parties agree that the Master Plan shall be duly adopted by KIADB, NICDIT and subsequently by the SPV for the development of the Industrial Township.
- 5.3.2 As specified in Clause 3.4.3(b) above, the Master Plan shall be within the exclusive domain of DMICDC and accordingly, any review and/or amendments to the Master Plan shall be undertaken by DMICDC and shall be adopted by the SPV and KIADB. However, approval of the Master Plan will be granted by the UDD or other agencies of GoK, in accordance with Applicable Laws.
- 5.3.3 NICDIT in consultation with the SPV shall review the Master Plan every 5 (five) years or earlier as may be mutually agreed. If, on such review, NICDIT considers it necessary to revise the Master Plan to reflect changed circumstances at the Industrial Township, Trunk Infrastructure and Strategic Projects, it shall revise the Master Plan and provide KIADB and the SPV with a copy of such revised Master Plan.
- 5.3.4 Subject to the Applicable Laws, the SPV hereby undertakes to submit the Master Plan to KIADB and the Department of Urban Development, GoK (“UDD”) for its review and comments before the expiry of 6(six) months from the Effective Date or such other date and time as may be mutually agreed between the Parties and the SPV, which thereafter must be updated and resubmitted to the UDD for its review and comments periodically, every 5(five) years. Provided however that, the Master Plan shall be updated at shorter intervals, if the DMICDC finds that the population and traffic growth is such as to require more frequent updates or for any other reasonable reason in the event the Industrial Township, Trunk Infrastructure and Strategic Projects reaches Users/ passenger capacity or other capacity restraints.
- 5.3.5 The SPV shall develop the Industrial Township, Trunk Infrastructure and Strategic Projects in accordance with the then applicable Master Plan and techno-economic feasibility reports. Where an existing Master Plan is in place, the SPV shall develop the Industrial Township in accordance with that plan until a new Master Plan is prepared by DMICDC.
- 5.3.6 The Master Plan shall be approved by the GoK/KIADB under the provisions of the State Support Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby acknowledge and agree that nothing in this Clause 5.3 above shall be deemed to mean that any approval of KIADB or SPV is required for any Master Plan (or any part thereof) submitted by the DMICDC in accordance with the aforesaid provisions, including but not limited to any minimum projections. It is expressly agreed that the parameters constituting the Master Plan are and will remain within the sole discretion and domain of DMICDC and DMICDC shall be entitled to prepare the Master Plan in consultation with GoK solely based on its projections and assessments. However, approval of the Master Plan will be granted by the UDD or other agencies of GoK, in accordance with Applicable Laws.

5.4 Development Plan

- 5.4.1 The SPV shall develop the Industrial Township Project in accordance with the Master Plan. The SPV, through DMICDC, shall prepare a development plan for each component of the Master Plan ("Development Plan"), and shall ensure that each such development is undertaken by Contractors selected pursuant to a competitive bidding process.
- 5.4.2 The SPV hereby agrees to submit each Development Plan as soon as it is prepared, to NICDIT and KIADB, for their review and approval.
- 5.4.3 The Parties recognise that since the Development Plan flows from the approved Master Plan, therefore, it will not require any separate approval of the GoK/KIADB under the provisions of any other act. In the event, it is determined at any stage that the Development Plan too requires approval of the GoK/KIADB under the provisions of KTCP Act, in such event, KIADB undertakes to obtain/grant such approval to the Development Plan prepared under this Clause 5.4. It is expressly agreed that the preparation of the Development Plan is and will remain within the sole discretion and domain of DMICDC, and DMICDC shall be entitled to prepare the Development Plan solely based on its projections and assessments.

5.5 Construction of the Industrial Township Project, Trunk Infrastructure and Strategic Projects

- 5.5.1 The SPV shall undertake construction of the Industrial Township, Trunk Infrastructure and Strategic Projects including the Facilities Development, in accordance with the provisions of this Agreement.
- 5.5.2 The SPV shall construct the Industrial Township, Trunk Infrastructure and Strategic Projects in accordance with the Master Plan and the Development Plan.

5.6 Monitoring of Construction

5.6.1 Periodic progress reports

The SPV shall furnish to the Parties a quarterly report on the progress of the Construction Works and shall promptly give such other relevant information as may be required by the Parties.

5.7 O&M obligations of the SPV

- 5.7.1 The SPV shall operate and maintain the Industrial Township, Trunk Infrastructure and Strategic Projects in accordance with this Agreement either by itself, or through O&M Contractors and/or through joint ventures, subsidiary companies or other entities identified by it. The obligations of the SPV hereunder shall include:

- (a) permitting safe, smooth and uninterrupted movement of Users and flow of traffic within the Industrial Township, Trunk Infrastructure and Strategic Projects under normal operating conditions;
- (b) collecting and appropriating the Fee;

- (c) managing use of the Industrial Township, Trunk Infrastructure and Strategic Projects by the diverse Users, including managing flow of traffic flow and minimising disruption to Users;
- (d) providing Urban Services to the Users;
- (e) undertaking maintenance and repairs;
- (f) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Industrial Township, Trunk Infrastructure and Strategic Projects;
- (g) protection of the environment and provision of equipment and materials thereof;
- (h) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Industrial Township, Trunk Infrastructure and Strategic Projects;
- (i) maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies;
- (j) operation and maintenance of all Industrial Township Project assets diligently and efficiently and in accordance with Good Industry Practice; and
- (k) maintaining a high standard of cleanliness, sanitation and hygiene on the Industrial Township, Trunk Infrastructure and Strategic Projects.

5.7.2 The SPV shall prepare an annual programme of preventive, urgent and other scheduled maintenance (the “**Maintenance Programme**”) in respect of the Industrial Township, Trunk Infrastructure and Strategic Projects. Such Maintenance Programme shall broadly include:

- (a) preventive maintenance schedule;
- (b) arrangements and procedures for carrying out urgent repairs;
- (c) criteria to be adopted for deciding maintenance needs;
- (d) intervals and procedures for carrying out inspection of all elements of the Industrial Township Project, Trunk Infrastructure and Strategic Projects;
- (e) intervals at which the SPV shall carry or cause to be carried out, periodic maintenance;
- (f) arrangements and procedures for carrying out safety related measures;
- (g) intervals for major maintenance works and the scope thereof.

6 SHARE AND SHARE CAPITAL

6.1 The SPV shall have an authorised share capital of Rs. [●] (Rupees [●]) divided into [●] Shares and the paid up share capital of the SPV shall be [●] (Rupees [●]) divided into [●] Shares.

6.2 At the time of incorporation of the SPV, NICDIT shall subscribe to and pay for [●] Shares and KIADB shall subscribe to and pay for [●] Shares, in cash or such other form as mutually determined between the Parties. Upon subscription of the

Shares, NICDIT and KIADB shall each hold 50% (fifty per cent) of the issued, subscribed and paid-up equity capital of the SPV.

- 6.3 Subject to the limit of capital contribution set forth in Clause 6.5 below, in the event of further issue of Shares by the SPV, each Shareholder shall be entitled to subscribe to and purchase the number of Shares in proportion to their existing shareholding in the SPV, such that each Party i.e. NICDIT and KIADB, by themselves and/or through their Affiliates, shall continue to have equal shareholding in the SPV.
- 6.4 Each Party with the prior written consent of the other Party shall be entitled to assign to any of its respective Affiliates the right to subscribe to, acquire and hold any Share which the Party is obliged or entitled to subscribe, acquire or hold, as long as prior to any such Affiliate exercising such right, the Affiliate shall have undertaken to be bound by the terms and conditions of this Agreement.
- 6.5 The cost of acquisition of land incurred by KIADB will be treated as its equity contribution to the SPV and the aforementioned Shares will be issued by the SPV at par value to KIADB, which shall not exceed 50% (fifty per cent) of the issued, subscribed and paid-up equity capital of the SPV. The total capital contribution of NICDIT in the SPV shall be in cash and exactly equal to the cost of acquisition of Project Land (and any additional land required for the Project in the future), and any equity contribution to be made by KIADB in the future, subject to a maximum limit of Rs. 3000,00,00,000 (Rupees three thousand crore). The Parties agree that any contribution by any Party in excess of maximum limit of their equity in the SPV, unless agreed otherwise, shall be treated as a loan to the SPV and shall have the repayment terms and carry an interest as may be mutually decided between the Parties and the SPV, from time to time.
- 6.6 In the event of further issue of Shares by the SPV, each Shareholder (by themselves and/or through their Affiliates) shall be entitled to subscribe to and purchase the number of Shares in proportion to their existing Shareholding in the SPV.
- 6.7 Each Party shall be entitled to assign to any of its respective Affiliates the right to subscribe to, acquire and hold any Share which the Party is obliged or entitled to subscribe, acquire or hold, with the prior written consent of the other Party, provided that the relevant Party shall have obtained written consent of the Affiliate confirming that: (i) such Affiliate shall abide by the terms of this Agreement, and shall be treated as the same shareholder group as the relevant Party, and (ii) effective provision shall be made whereby the Affiliate shall be required, prior to the time when it ceases to be an Affiliate of the Party, to transfer such Shares to another Affiliate of the Party.
- 6.8 It is the intention of the Parties to minimize their equity investment in the Industrial Township Project. However, if additional funding is required the Parties shall, in the first instance, try to obtain such funding through third party debt. If such funding is not available, the Parties should invest their own funds in the most tax efficient manner (one of the options being by way of grant of shareholders loans to the SPV) pro rata in proportion to their respective shareholding. The Parties agree that in the event NICDIT or KIADB invests any money by way of grant of shareholder loan or any other manner, other than equity investment, to the SPV, such fund shall not be subordinate to the unsecured loans taken by the SPV, if any.

7 THE BOARD AND MANAGEMENT

7.1 Composition

- 7.1.1 At the time of incorporation, the Board shall comprise of 6(six) Directors in total (including the Chairman), consisting of 3 (three) Directors each nominated by NICDIT and KIADB. So long as NICDIT and KIADB hold Shares in equal ratio, there shall always be an equal number of Directors appointed by each of KIADB and NICDIT. Upon a change in shareholding pattern of the Company, NICDIT and KIADB shall be entitled to nominate and appoint Directors pro rata to their shareholding percentage in the Company, with any fraction less than half being rounded off to the lower whole number and any fraction greater than or equal to half being rounded off to the next higher whole number.
- 7.1.2 So long as NICDIT and/or its Affiliates maintain not less than 10% (ten per cent) shareholding in the SPV, NICDIT shall be entitled to nominate 1 (one) Director.
- 7.1.3 So long as KIADB and/or its Affiliates hold not less than 10% (ten per cent) shareholding in the SPV, KIADB shall be entitled to nominate 1 (one) Director.
- 7.1.4 Subject to the provisions of the Act, KIADB and NICDIT shall each be entitled to nominate alternate directors for each of the Directors it is entitled to nominate. Such appointment of alternate directors shall take place as the first item of business at the Board meeting following receipt by the SPV of such nomination.
- 7.1.5 NICDIT and KIADB in their respective capacity as Shareholders shall elect and cause to be elected as Directors the candidates so nominated and shall cause their Directors to appoint alternate directors the candidates so nominated.
- 7.1.6 Each Party in its sole discretion shall have the right to replace any Director, including any alternate director nominated by it at any time and without cause, and the Parties shall both undertake all necessary action to ensure the formal election of such replacement Director as the first item of business at the next occurring Board meeting.
- 7.1.7 The appointment or removal of Directors shall be made by a notice in writing addressed to the SPV by the respective Parties.
- 7.1.8 The Additional Chief Secretary/Principal Secretary, Department of Commerce and Industries, GoK, shall be appointed as the Chairman of the Board, and the Chief Executive Officer and Managing Director of the SPV shall be appointed by the Board of the SPV. The Chairman shall not have a casting vote in case of a tie at any Board Meeting or at any General Meeting. It is further agreed that the CEO/ Managing Director of the SPV shall be appointed for a minimum term of 3 (three) years from the date of appointment.
- 7.1.9 Subject to the provisions of the Act and the Articles of Association, the SPV shall be managed by the Board, who may exercise all such powers of the SPV as are not by the Act or by the Articles required to be exercised by the SPV in General Meeting, subject to this Agreement.

7.2 Board Meetings

- 7.2.1 The Board shall meet at least once in every calendar quarter, in accordance with the provisions of the Act, at a location determined by the Board at its previous meeting or

- thereafter with the concurrence of the Chairman. The Board may meet more often from time to time as it deems necessary.
- 7.2.2 Subject to the provisions of the Act, at least 7 (seven) days written notice of every Board meeting shall be given to every Director and every alternate director at their usual address whether in India or abroad, provided always that a meeting may be convened by a shorter notice than 7 (seven) days with consent of all the Directors.
- 7.2.3 The notice of each Board meeting shall include an agenda setting out the business proposed to be transacted at the meeting. Unless waived in writing by all Directors, any item not included in the agenda of a meeting shall not be considered or voted upon at that meeting of the Board.
- 7.2.4 Each Party shall cause the Directors nominated by such Party to vote at Board meetings to appoint every alternate director appointed by the respective Parties.
- 7.2.5 Subject to Clauses 7.1.2 and 7.1.3 above, the quorum for a Board meeting shall be in accordance with the Act and shall at least comprise of 1 (one) Director nominated by NICDIT and 1 (one) Director nominated by KIADB present (at the commencement of and throughout the duration of the meeting) and voting.
- 7.2.6 Upon a change in shareholding pattern of the SPV, and subject to each of NICDIT and KIADB (including their respective Affiliates) holding Shares constituting not less than 10% (ten per cent) of the share capital of the SPV, the decisions of the Board shall be passed by the affirmative vote of the majority of Directors, including the affirmative vote of at least 1 (one) Director nominated by NICDIT and at least 1 (one) Director nominated by KIADB. However, in the event that the Directors are unable to reach a decision on any matter, or the majority of Directors which do not include the nominated Director of either of the two aforementioned Parties voting/agreeing on a resolution, then within 15 (fifteen) Business Days of such resolution first being tabled at the Board meeting, the subject of any such resolution shall be referred immediately to NICDIT and KIADB, and the matter shall be dealt in accordance with provisions mentioned in Clause 9.1 and 9.2 of this Agreement. The right of affirmative vote available to NICDIT and KIADB under this Clause will fall away in respect of the relevant Party when such Party ceases to hold Shares constituting 10% (ten per cent) of the share capital of the SPV, and upon happening of such an event, the decisions of the Board shall be passed in accordance with the provisions of the Act.
- 7.2.7 A resolution by circulation shall be as valid and effectual as a resolution duly passed at a meeting of the Directors called and held provided it has been circulated in draft form, together with the relevant papers, if any, to all the Directors and has been approved by all the Directors, entitled to vote thereon, unanimously.
- 7.2.8 The Parties shall bear the travel, board and lodging expenses incurred by the Directors nominated by them in attending Board meetings, General Meetings, and other official business for Directors of the SPV.
- 7.3 Management
- 7.3.1 The Board of the SPV shall delegate the management of the Business to a team of professionals employed by the SPV.

7.3.2 The CEO and Managing Director shall be responsible for the day-to-day operations and management of the SPV, subject to the direction, superintendence and control of the Board.

7.3.3 All appointments of professional managers for key management positions of the SPV shall be mutually determined between the Parties.

8 GENERAL MEETINGS OF SHAREHOLDERS

8.1 The quorum for all meetings of the Shareholders ("General Meetings") shall be as per the provisions of the Act, provided that quorum shall always include at least 1 (one) representative of each of NICDIT and KIADB present, at the commencement of and throughout the meeting, and voting. A corporate shareholder represented by a duly authorised representative shall be deemed to be present in person for purposes of this Clause 8.1. If there is no quorum present in a General Meeting, there shall be no voting at such meeting.

8.2 The Board shall convene a General Meeting in accordance with the provisions of the Act. The Board shall proceed to convene a General Meeting if so requisitioned in accordance with the provisions of the Act by either of the Parties or by at least 2 (two) Directors, 1 (one) nominated by each NICDIT and KIADB. Till such time that NICDIT and KIADB hold Shares constituting 10 % (ten per cent) of the share capital of the SPV, no quorum shall arise unless NICDIT and KIADB are represented at such meeting.

8.3 Subject to the provisions of the Act, so long as either Party holds 50% (fifty percent) shareholding in the SPV, every resolution to be passed at a General Meeting, shall require the unanimous approval of the Shareholders present at such meeting, whether voted in person or by proxy, in accordance with the provisions of the Act. Upon a change in shareholding pattern of the SPV, till such time that NICDIT and KIADB hold Shares constituting 10% (ten per cent) of the share capital of the SPV, a resolution of the Shareholders, whether considered at a meeting of the Shareholders or otherwise, shall be adopted in accordance with the voting majority specified in the Act, provided that such voting majority shall include the affirmative vote of at least 1 (one) nominee/representative of NICDIT and at least 1 (one) nominee/representative of KIADB. The right of affirmative vote available to NICDIT and KIADB under this Clause will fall away in respect of the relevant Party when such Party ceases to hold Shares constituting 10% (ten per cent) of the share capital of the SPV, and upon happening of such an event, the resolutions of the shareholder meetings shall be passed in accordance with the provisions of the Act.

8.4 In the event that the Shareholders unable to reach a unanimous decision on any matter, or the majority do not include the affirmative vote of the authorised representatives of NICDIT and KIADB, within 15 (fifteen) Business Days of such resolution first being tabled at the meeting, the subject of any such resolution shall be referred immediately to NICDIT and KIADB, and the matter shall be dealt in accordance with provisions mentioned in Clause 9.1 and 9.2 of this Agreement.

9 DEADLOCK MATTERS

9.1 If the Shareholders cannot reach agreement on any matter referred to them under Clauses 7.2.6 or 8.4 then within 15 (fifteen) Business Days of that matter being referred to them (a "Deadlock Matter"), the Shareholders shall refer the Deadlock Matter to

their respective chairman/CEO for resolution. Either chairman/CEO of a Shareholder may nominate an independent third party, or an officer, acceptable to the other chairman/CEO, to assist them to resolve the Deadlock Matter.

- 9.2 Notwithstanding anything contained in this Agreement, if the Deadlock Matter cannot be resolved by the chairmen/CEO of the respective Shareholders within 15 (fifteen) Business Days of the matter being referred to them, a deadlock shall be deemed to exist ("Deadlock") and the provisions of Clauses 14.3 and 14.4 shall apply.
- 9.3 It is clarified that pending the resolution of a Deadlock Matter, as specified hereinabove, the Parties shall ensure that the same does not in any manner whatsoever obstruct the smooth operation and functioning of the SPV.

10 TRANSFER OF SHARES

- 10.1 Except as permitted hereunder, no Party shall have the right to transfer any of its Shares for a period of 10 (ten) years from the Effective Date ("Lock-in Period"). Each Party shall have the right to transfer, at any time, any of the Shares held by it to one or more of its respective Affiliates with the prior written consent of the other Party, provided that in connection with any such transfer, the transferor shall have obtained the written consent of the transferee, confirming that (i) the transferee shall abide by the terms of this Agreement applicable to the transferor and shall be treated as the same shareholder group as the transferor, and (ii) effective provision shall be made whereby the transferee shall be required, prior to the time when it ceases to be an Affiliate of the Party, to transfer such Shares to another Affiliate of the Party.
- 10.2 Subject to the provisions of Clause 10.1 above, upon the expiry of the Lock-in period, if at any time a Party desires to transfer ("Offeror") all or part of its shareholding in the issued, subscribed and paid up equity share capital of the SPV to a third Person, it shall first offer all such Shares, to the other Party ("Offeree") and the procedures in Clauses 10.3 to 10.6 shall apply.
- 10.3 The Offeror shall give notice in writing ("Transfer Notice") to the Offeree stating:
- (a) The number of Shares to be transferred;
 - (b) The asking price of each Share;
 - (c) The date by which the offer must be accepted (which must be no sooner than 30 (thirty) days after the date on which the Transfer Notice is delivered); and
 - (d) Payment terms.
- 10.4 If the Offeree decides to accept the offer for all the offered Shares, it shall by the date indicated in accordance with Clause 10.3(c) so notify the Offeror in writing of its acceptance (the date of such acceptance notice being the "Acceptance Date") and pay for such Shares within 30 (thirty) days of the Acceptance Date. Upon receipt of payment, the Offeror shall deliver to the Offeree the relevant share certificates and transfer documents. The time taken for obtaining all approvals required pursuant to Clause 10.5 hereof shall be excluded from the time limits otherwise set out in this Clause 10.
- 10.5 Should approval of any authority in India be required for a sale of Shares pursuant to this Clause 10, the Offeree shall have made or make an application within 30 (thirty) days of the Acceptance Date for such approvals. If said authority accepts such

applications on conditions (as to price and otherwise) different from those stated in the application, each Party shall decide whether it is willing to conclude the sale on such conditions, but if both Parties do not agree as to such different terms, the sale of Shares shall not be concluded on such terms and any subsequently proposed transfer pursuant to this Clause 10 shall be commenced as a new offer. If for any reason whatsoever such approval is not received within 180 (one hundred and eighty) days of making the application or such further period as the Offeror may prior to expiration thereof allow, the Offeror shall be at liberty to withdraw the offer.

- 10.6 If the Offeree declines the offer, fails to respond to the offer prior to the deadline indicated in Clause 10.3(c), or accepts the offer but fails to pay the purchase price within the times indicated by Clauses 10.4 and 10.5, the Offeror may then, within the next 90 (ninety) days offer to sell the Shares covered by the offer to any third Person at a price no less than the price at which the Shares were offered to the Offeree and upon the same terms offered to the Offeree, subject to written consent from the Offeree that the Offeree does not object to the third party, as long as the third Person accepts the offer and concludes the purchase within the time frames permitted the Offeree in Clauses 10.3, 10.4 and 10.5.

11 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

11.1 Each of the Parties represent and warrant that:

- (a) where relevant, it is validly incorporated/established and is in good standing under the laws of India;
- (b) such party has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory, contractual or otherwise) to authorize the execution, delivery and performance of this Agreement;
- (c) this Agreement has been duly executed and delivered by such party and constitutes a legal valid and binding obligation of such party, enforceable against such party in accordance with its terms;
- (d) the execution, delivery and performance by such party of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
 - (i) any law to which it is subject; or
 - (ii) any order, judgment or decree applicable to it; or
 - (iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound;
- (e) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or, to the best knowledge of such Party, threatened or anticipated against such Party which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder; and

- (f) that it will comply with all Applicable Laws, regulatory requirements in connection with the performance of its obligations under this Agreement, and will not do or permit anything to be done which might cause or otherwise result in a breach of this Agreement or cause any detriment to the transactions herein envisaged.

12 ACCOUNTING AND FINANCE

- 12.1 The SPV shall keep true and accurate accounting records of all operations, and such records shall be open for inspection by each Party or by its duly authorised representatives at all times during normal business hours and with sufficient notice so as not to disrupt the SPV's operations.
- 12.2 The financial statements of the SPV shall be audited at the SPV's expense by an independent certified accounting firm selected by mutual agreement between the Parties as per the provisions of the Act or audit through C&AG, as may be required under Applicable Laws.
- 12.3 The SPV shall submit to the Parties quarterly accounting reports in a form to be mutually agreed between the Parties.
- 12.4 During office hours of the SPV, the Parties shall have full access to, and right to make copies of, all books of account, records and the like of the SPV. Any information obtained by the Parties through exercise of this right of access shall (i) be used by such Party only for purposes, which are consistent with its status as a Shareholder and not for the pursuit of business interests outside that of the SPV and (ii) be subject to the confidentiality provisions of Clause 16 of this Agreement.
- 12.5 Declaration and distribution of any dividend or repayment of Shareholders loans or, as the case may be, any other distribution of funds to the Shareholders shall be as per the provisions of the Act, and decided by a unanimous vote of the Board.
- 12.6 The Financial Year of the SPV shall comprise a period of 12 (twelve) months commencing on 1 April and ending on 31 March of the following calendar year. The first Financial Year shall be for the period commencing from the date of incorporation of the SPV ending on 31 March of the following calendar year.

13 EFFECTIVE DATE

This Agreement shall take effect from the date of its execution by the Parties.

14 TERM AND TERMINATION

- 14.1 This Agreement is intended to be of enduring nature having regard to the mutual objectives and stipulations in this Agreement and shall take effect as of its execution and shall continue in force until terminated in accordance with its provisions.

14.2 Termination

Without prejudice to any claim for any antecedent breach, any Party shall be entitled at its option, on the happening of any of the following events, to terminate this

Agreement:

- (a) by giving to the other Party 30 (thirty) days written notice if the other Party becomes or is declared bankrupt, insolvent or goes into voluntary or compulsory liquidation, except for the purpose of amalgamation or reconstruction; or
- (b) by giving to the other Party 45 (forty five) days written notice if any distress or attachment is levied, or any receiver is appointed in respect of the business or a substantial part of the property or assets of the other Party, or if it takes any similar action in consequences of debt; or
- (c) by giving to the other Party 45 (forty five) days written notice if there is a Government expropriation, nationalisation or condemnation of all or substantial part of the assets or capital stock of the other Party; or
- (d) by notice in writing to the other Party, if the other Party is in material breach of any provision of this Agreement and such breach has not been remedied (to the reasonable satisfaction of the Party not in breach) within 45 (forty five) days of notice of such breach having been served on that Party by the other Party; or
- (e) by notice in writing to the other Party if any direction or order from any authority in India or any change in applicable statutes, rules and regulations or Government policy is made which prevents or significantly impairs the implementation of this Agreement or directly or indirectly so restricts the scope and exercise of the right of either Party as concerns the SPV so as to render its objectives effectively impossible.

14.3 Consequences of Termination

- 14.3.1 The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.
- 14.3.2 If this Agreement shall terminate pursuant to Clause 14.2 then any Party electing to terminate this Agreement shall have, without prejudice to any other rights or remedies it may have to require the Party in default under Clause 14.2 to transfer its Shares to the non-defaulting Party. The price at which such Shares shall be transferred shall be the Fair Price as defined in Clause 14.3.3.
- 14.3.3 The auditors shall be instructed by the SPV to certify in writing simultaneously to both Parties the amount which, in their opinion, represents the fair market value ("Fair Price") of the Shares by applying valuation principles generally accepted and currently practiced in India. It is hereby clarified that these valuation principles should, *inter alia*, take into consideration a transaction between a willing buyer and a willing seller who are not rushed to complete a transaction and consequently act under forced sale circumstances. It is further agreed that in so certifying, the auditors shall be considered to be acting as experts and not as arbitrators. The cost of obtaining such certification by the auditors shall be equally borne and paid for by each of the Parties.
- 14.3.4 The Parties shall promptly provide required information and documents in obtaining the requisite Governmental or statutory approvals to implement the provisions of this Clause 14.

- 14.3.5 The Party entitled to or obliged to purchase the Shares, may nominate or cause any other Person or party to purchase the Shares.
- 14.3.6 During the term of this Agreement and until the Party entitled or obliged to purchase Shares in accordance with this Clause 14 actually purchases the Shares, NICDIT and KIADB shall each use reasonable efforts to maintain and preserve the Business and the best interest of the SPV.
- 14.3.7 The foregoing shall not limit the ability of either Party to seek legal and equitable remedies related to a material breach by the other Party or the failure of the other Party to perform any other duty or obligation under this Agreement.

14.4 Termination pursuant to a Deadlock

In the event that a Deadlock Matter is not resolved by the Parties within the time period specified in Clause 9 unless the Parties agree otherwise, NICDIT shall, within 10 (ten) days of the expiry of the time period referred to in Clause 9, notify KIADB in writing that NICDIT intends to purchase all of KIADB's Shares. The price at which such Shares shall be transferred shall be the Fair Price as defined in Clause 14.3.3. KIADB may elect to purchase all of NICDIT's Shares at a price and upon terms and conditions to be mutually agreed.

15 CLOSING AND POST CLOSING OBLIGATIONS OF PARTIES

- 15.1 At the Closing, the Parties shall cause a meeting of the Board to be held to consider and approve, among other matters, the following:
- (a) recording and election of Directors nominated by NICDIT and KIADB in accordance with this Agreement;
 - (b) issuance and allotment to each Party the respective number of Shares subscribed by it and upon such allotment, the Parties shall cause the joint signatories of the share subscription account to release the subscription amount to the SPV.
- 15.2 Upon Closing, KIADB shall ensure that the land procured for the Industrial Township Project is transferred to the SPV.
- 15.3 Upon acquisition/transfer of land to the SPV, SPV shall be responsible for obtaining all statutory approvals. KIADB will assist and facilitate the obtaining of such approvals required in relation to the Site.

16 CONFIDENTIALITY

- 16.1 Each of the Parties shall procure that during the term of this Agreement and after termination for a period of 5 (five) years keep confidential and cause their respective Affiliates, directors, representatives, employees and agents, as the case may be, to keep confidential any Confidential Information which any such Persons may acquire in relation to the transactions contemplated by this Agreement or in relation to the employees, clients, business or affairs of any other Party and shall not use or disclose such information except with the consent of the other Party. The restrictions in this

Clause 16 shall not apply to any information:

- (a) which is at the date of this Agreement publicly available other than through breach of this Agreement by any Party;
- (b) which was known to the Party, as evidenced by its written records, prior to it receiving such Confidential Information;
- (c) which subsequently comes lawfully into the possession of the disclosing Party by a third party which did not require any obligation of confidentiality; or
- (d) which is required to be disclosed in accordance with the requirements of law, any Governmental Authority, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority.

For the purpose of this Clause “**Confidential Information**” means all the information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by a party to the other party whether before or after the date of this Agreement.

17 FORCE MAJEURE

If either Party (“**Affected Party**”) is prevented from performing its obligation under this Agreement due to Force Majeure Events, the Affected Party shall be excused for non-performance of its obligation during the period such Force Majeure Event continues to exist, but if such Force Majeure Event continues to exist and prevents performance by the Affected Party of its obligation for more than 12 (twelve) months, the other Party shall have the right to forthwith terminate this Agreement effective upon delivery to the Affected Party of written notice of such termination.

18 NOTICES

- 18.1 Any notice pursuant to this Agreement shall be in English language and in writing, signed by the Party giving it (or by its duly authorised official) and may be served by sending it by hand delivery, e-mail, facsimile, registered/speed post, or reputed national courier service, addressed as follows (or to such other address as shall have been duly notified in accordance with this Clause):

If to NICDIT:

Attn: [Shri Alkesh Kumar Sharma (CEO)]
 Address: National Industrial Corridor Development and Implementation Trust
 Room No. 341B, Third Floor, Hotel Ashok, Chanakyapuri, New Delhi
 110021
 Fax No.: 011 26118889
 Email: ceo@dmicdc.com

If to KIADB:

Attn: [The Managing Director],
 Address: [4th & 5th Floor, East Wing, Khaniya Bhavan,
 Race Course Road, Bengaluru, Karnataka 560 001]

Fax no.: [•]

Email: [•] **[Note to the draft:** Details to be provided/confirmed.]

18.2 All notices given in accordance with Clause 18.1 shall be deemed to have been served as follows:

- (a) if delivered by hand, at the time of delivery; when proof of the delivery has been obtained; or
- (b) if posted, at the expiration of 6 (six) days after the envelope containing the same was delivered into the custody of the postal authorities; or
- (c) if communicated by facsimile or e-mail, on receipt of confirmation of successful transmission.

18.3 All notices communicated by facsimile and e-mail shall be followed by a copy thereof being sent by post to the addressee. A notice or other communication received on a day other than a Business Day, or after business hours in the place of receipt, shall be deemed to be given on the next following Business Day in such place.

19 GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

19.1 This Agreement shall be interpreted in accordance with Indian law.

19.2 In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (fifteen) days, gives a notice to this effect, to the other Party in writing.

19.3 In case of such failure, the dispute shall be referred to a sole arbitrator, who shall be mutually appointed by the Parties. The arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time, and shall be held in Bengaluru, India. The language of arbitration shall be English.

19.4 Subject to the provisions of Clause 19.3 above, the courts at Bengaluru shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

20 INDEMNITY

20.1 If, for any reason or resulting from any cause whatsoever, any statement, representation or warranty set forth herein is found to have been materially incorrect, untrue when made, in breach or fails to prove to be true, and if any debt, liability or other obligation of any kind is found to exist, the Party making such representation or warranty shall be fully liable to the other Party for any and all liability, damage, costs and expenses, including attorney fees, arising from such misrepresentation, breach or incorrect statement.

20.2 The SPV shall not incur any liability on behalf of either Party and shall not hold itself out as having any authority to bind either Party in any way. Creditors of the SPV shall have recourse only to the assets of the SPV, and the SPV shall ensure that no creditor is led to believe otherwise or in any way to seek repayment from either of the Parties.

Notwithstanding the SPV's limited liability, and without Clause 20.2 expanding such liability, if for any reason any third Person brings a claim against either or both of the Parties based on the Party's being a joint venture partner and arising out of the operation of the SPV, or if otherwise either of the Parties incurs any liability for any action or omission taken pursuant to this Agreement or in its role as a Shareholder in the SPV other than from wilful wrongful conduct, the SPV shall be responsible for and shall indemnify, hold harmless and defend either Party if either Party incurs any liability, loss or damage, including attorney costs, as a result of its being a Party to this Agreement or for being a Shareholder, if such liability, loss or damage arises from a claim brought by Person other than the other Party.

- 20.3 Neither Party shall be liable to the other Party for any consequential, indirect, exemplary, incidental, special or punitive damages based on any claim arising out of this Agreement. Neither Party's aggregate liability under this Agreement shall exceed such Party's contribution to the registered capital of the SPV.

21 MISCELLANEOUS

- 21.1 Captions: The captions and titles in this Agreement are for the convenience of reference only, and shall not be deemed to define or limit any of the terms, conditions, or provisions of this Agreement.
- 21.2 Binding effect and Invalidity:
- 21.2.1 All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and assigns of the Parties.
- 21.2.2 The Parties agree that if any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. Notwithstanding the foregoing, the Parties to this Agreement shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.
- 21.3 Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties in connection with the subject matter hereof and no Party has relied on any representation, warranty or statement of any other, save for any representation expressly set out herein. This Agreement supersedes any previous agreements between the Parties whether oral or in writing regarding the subject matter hereof.
- 21.4 Costs: Each Party shall pay its own expenses, costs and attorney's fees in negotiating, preparing and executing this Agreement. Once this Agreement is executed, all expenses incurred by the Parties in performing their obligations establishing the SPV shall be reimbursed by the SPV.
- 21.5 Independent Contractors:
- 21.5.1 Each Party hereto is an independent contractor and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Neither Party owes a fiduciary duty to the other. Nothing in this Agreement shall be in any way construed to constitute either Party as the agent, employee or representative of the other. As an

independent contractor, each Party has relied on its own expertise or the expertise of its legal, financial, technical or other advisors.

- 21.5.2 The SPV shall be an independent company from both Parties and shall not be construed to be an agent or representative of either NICDIT or KIADB/GoK. Neither NICDIT nor KIADB/GoK shall take any action on behalf of or binding upon the SPV, except as may be specifically provided for in this Agreement or as may be specifically consented to in writing by the SPV. The SPV shall not be authorised to take any action on behalf of or binding on either Party without such Party's specific consent in writing.
- 21.6 Assumption of Risk: Each Party hereto acknowledges (i) the risks of its undertakings hereunder, (ii) the uncertainty of the benefits and obligations hereunder, and (iii) the assumption of such risks and uncertainty. Each Party has conducted its own due diligence and requested and reviewed business plans, financial documents and other written material as in such Party's opinion shall be the basis of that Party's decision to enter into this Agreement.
- 21.7 Reliance:
- 21.7.1 Each Party has consulted such legal, financial, technical or other expert it deems necessary or desirable before entering into this Agreement. Each Party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement. All discussions, estimates or projections developed by a Party during the course of negotiating the terms and conditions of this Agreement are by way of illustration only, and unless specifically contained in this Agreement or one of its Schedules, are not binding or enforceable against other Party in law or in equity.
- 21.7.2 Each Party agrees and acknowledges that in entering into this Agreement it is not relying on any representation, warranty or statement made by or on behalf of the other Party, whether orally or in writing, unless the same is expressly set out herein.
- 21.8 Mutual consultation and Goodwill: The Parties confirm their intention to promote the best interests of the SPV and to consult fully on all matters materially affecting the development of the Business of the SPV. Each Party shall act in good faith towards the other Party in order to promote the success of the SPV.
- 21.9 Assignment: The benefits of this Agreement shall run to, and the obligations of this Agreement shall be binding upon, the Parties and their respective successors and assigns. Unless otherwise provided herein, neither Party may assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other Party.
- 21.10 Waiver of Rights: No waiver by a Party of a failure or failure by any other Party to this Agreement to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.
- 21.11 Amendments: This Agreement may be amended only by an instrument in writing signed by duly authorised representatives of each Party to this Agreement.
- 21.12 Counterparts: This Agreement may be entered in one or more counterparts each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE HEREINABOVE FIRST MENTIONED.

<p>FOR National Industrial Corridor Development and Implementation Trust</p> <p>_____ Authorised Signatory (Alkesh Kumar Sharma) Chief Executive Officer & Trustee</p>	<p>FOR Karnataka Industrial Areas Development Board</p> <p>_____ Authorised Signatory Name: Designation:</p>
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In presence of:

 Name:
 Address:

In presence of:

 Name:
 Address:

ANNEXURE A**Functions and responsibilities of The Parties****Part A: Functions and responsibilities of the SPV**

- (a) Undertake the development of the Industrial Township, Trunk Infrastructure and Strategic Projects in accordance with the terms of this Agreement, Applicable Laws and Applicable Permits. Acquire land parcels or procure the acquisition of land parcels through relevant GoK agencies, for the purposes of the Project.
- (b) Procure the preparation by DMICDC of the Master Plan and Development Plan, and other related technical reports for the Industrial Township, Trunk Infrastructure and Strategic Projects.
- (c) Regulate and enforce the Master Plan, Development Plan, zonal plans and other detailed planning and development control guidelines, building byelaws in respect of the Industrial Township, Trunk Infrastructure and Strategic Projects.
- (d) Identify and appoint contractors, consultants, architects and town planners; manage and regulate the performance of functions by such contractors with the help of DMICDC.
- (e) Determine, demand, collect and appropriate Fee from Users and take appropriate punitive measures if the Fee due in respect of any Urban Service is not paid by any User.
- (f) Make the rules, regulations and procedures for the development, operation and use, regulation and management of the Industrial Township and enforce such rules, regulations and the procedures.
- (g) To approve amendment of the Master Plan/Development Plans on being declared as the Planning Authority and perform functions of the Planning Authority under the KTCP Act.

Part B: Functions and responsibilities of KIADB

- (a) KIADB will facilitate all necessary steps to acquire the Project Land through KIADB and facilitate transfer of the Project Land to the SPV and shall notify such area as an Industrial Township, Trunk Infrastructure and Strategic Projects and issue such other notifications as may be required.
- (b) KIADB shall nominate and appoint the SPV to undertake all the functions to be carried out by the Planning Authority under the KTCP Act in respect of the Industrial Township, Trunk Infrastructure and Strategic Projects and approve, where required under the Applicable Law, the Master Plan or Development Plan, and take all such actions as may be required to make such Master Plan and Development Plan valid and effective for purposes of the Applicable Law. KIADB shall not make any modifications and/or amendments to the recommendations made by the SPV, including with respect to the Master Plan or Development Plan, except with the prior written approval of NICDIT.
- (c) KIADB shall facilitate in the procurement of all statutory approvals from the relevant

Governmental Authority and shall, where relevant, acquire such Applicable Permits and approvals in its own name and assign the same to the SPV or nominate the SPV as the appropriate agency for implementation of the same.

- (d) KIADB shall facilitate the creation and provision of all infrastructure required for accessing the Site.
- (e) To market the Industrial Township Project nationally and internationally and if required to mobilize financial resources from the private sector/market, bilateral and multilateral agencies on behalf of the SPV for the Industrial Township Project.
- (f) To contribute towards requisite technical, financial and managerial resources and other manpower available, by itself or through consultants, to undertake Industrial Township Project identification and development, programme management, proposal preparation and promotion of industrial development.

Part C: Functions and responsibilities of NICDIT

- (a) To appraise and review project proposals put up by DMICDC for financial assistance from the GoI.
- (b) To get the Trunk Infrastructure and Strategic Projects implemented by DMICDC.
- (c) To market the Industrial Township Project nationally and internationally and if required to mobilize financial resources from the private sector/market, bilateral and multilateral agencies on behalf of the SPV for the Industrial Township Project.
- (d) To review, consider and approve/reject amendment of the Master Plan/Development Plans.
- (e) To contribute towards requisite technical, financial and managerial resources and other manpower available, mainly through hiring consultants, to undertake Project identification and development, programme management, proposal preparation and promotion of industrial development.
- (f) To obtain viability gap support from theGoK and the GoI.

SCHEDULE – A*(See Clause 4.1)***SITE OF THE INDUSTRIAL TOWNSHIP PROJECT, TRUNK INFRASTRUCTURE AND STRATEGIC PROJECTS****1. The Site**

- 1.1 The Site shall comprise the area as described in **Annex-I** of this **Schedule A** and shall include the land, buildings, structures and road works thereon.
- 1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared by the SPV.

Annex – I to Schedule A**Site for the Industrial Township Project, Trunk Infrastructure and Strategic Projects**

[Note to the draft: Through suitable maps, drawings and description in words, the site location, co-ordinates, khasra numbers, the Site shall be specified briefly but precisely in this Annex-I. Also an inventory of the buildings, structures and road works existing on the site shall be identified herein.]

The exact details pertaining to the Site to be added after the completion of the land acquisition process.

SCHEDULE – B*(See Clause 2.2.1)***DEVELOPMENT OF THE INDUSTRIAL TOWNSHIP, TRUNK INFRASTRUCTURE AND STRATEGIC PROJECTS****1. Development of the Industrial Township**

Development of the Industrial Township, Trunk Infrastructure and Strategic Projects shall include construction of the Industrial Township, Trunk Infrastructure and Strategic Projects as described in this **Schedule-B** and in **Schedule-C**.

2. Industrial Township Project, Trunk Infrastructure and Strategic Projects

- 2.1 Development of Industrial Township, Trunk Infrastructure and Strategic Projects shall include construction of the township in accordance with the Master Plan and shall include the Project Facilities.

- 2.2 The Industrial Township, Trunk Infrastructure and Strategic Projects shall be constructed by the SPV in conformity with the Specifications and Standards set forth in **Schedule-D**.

3. Facilities Development

- 3.1 Facilities Development shall be undertaken in accordance with and subject to the terms and conditions contained in the Master Plan and in the Agreement.
- 3.2 Facilities Development shall be undertaken and completed by the SPV in conformity with the Specifications and Standards set forth in **Schedule-D**.

SCHEDULE – C*(See Clause 2.2.1)***PROJECT FACILITIES**

(List Trunk Infrastructure and other facilities, such as airport, railways, water, sewage, etc., in broad terms)

Project Facilities for Industrial Township, Trunk Infrastructure and Strategic Projects

The SPV shall construct the Project Facilities in accordance with the provisions of this Agreement. Project Facilities shall form part of the Industrial Township, Trunk Infrastructure and Strategic Projects and shall include the following:

(Note to the draft: To include a list of trunk infrastructure such as main and arterial roads, water treatment and supply, electricity distribution, residential, commercial and industrial zones etc.)

SCHEDULE – D*(See Clause 2.2.1)***SPECIFICATIONS AND STANDARDS**

1. The SPV shall comply with the Specifications and Standards set forth in the Master Plan, Development Plan, and other detailed planning and development control guidelines, as revised from time to time, for construction of the Industrial Township, Trunk Infrastructure and Strategic Projects.
2. Facilities Development shall be undertaken in accordance with Applicable Laws, Good Industry Practice and the provisions of building construction codes widely followed in India, UK or USA, as the case may be.

SCHEDULE - E**Lease Agreement**

[To be inserted - State Government to provide the format]

SCHEDULE - F**List of on-going projects**

[To be inserted - State Government to provide the list]

*Draft for discussions only
Privileged and Confidential
January 4, 2018*

Annexure-2 to G.O. No. CI 315 SPI 2012 dt. 26.02.2018

STATE SUPPORT AGREEMENT

BY AND AMONGST

THE GOVERNOR OF THE STATE OF KARNATAKA

AND

**NATIONAL INDUSTRIAL CORRIDOR DEVELOPMENT AND IMPLEMENTATION
TRUST**

AND

KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD

HSA ADVOCATES
HEMANT SAHAI ASSOCIATES

81/1, Adchini, Sri Aurobindo Marg, New Delhi – 110017

Ph: +91 11 6638 7000 | Fax: +91 11 6638 7099

Email: mail@hsalegal.com | Web: www.hsalegal.com

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STATE SUPPORT AGREEMENT

This state support agreement is made on this _____ day of _____, 2018, by and amongst:

1. **The Governor of the State of Karnataka**, through [●insert name], Additional Chief Secretary, Department of Commerce & Industries, Government of Karnataka, having its office at [VikasaSoudha, Bengaluru -560 001], acting on behalf of the Government of Karnataka, (hereinafter referred to as “**State Government**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **First Part**; and
2. **National Industrial Corridor Development and Implementation Trust**, a trust, having its registered office at Room No. 341B, Third Floor, Hotel Ashok, Chanakyapuri, New Delhi 110021, acting on behalf of Government of India, through its Chief Executive Officer and Trustee, Shri Alkesh Kumar Sharma, (hereinafter referred to as “**NICDIT**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Second Part**; and
3. **Karnataka Industrial Areas Development Board**, a statutory body, duly constituted under the provisions of the Karnataka Industrial Areas Development Act, 1966, having its registered office at [4th and 5th Floor, East Wing, Khanija Bhavan, Race Course Road, Bengaluru, Karnataka-560 001], through [● insert name and designation of the authorised signatory] (hereinafter referred to as “**KIADB**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Third Part**.

(State Government, NICDIT and KIADB are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”). [Note to the draft: Addresses of the Parties to be provided/ confirmed.]

WHEREAS:

- A. The Government of India (“**GoI**”) has mandated the project development of the CBIC Project (as defined herein below) including the Industrial Township (as defined herein below) to DMICDC (as defined herein below) and the channelising of financial assistance for the same through NICDIT;
- B. The State Government has identified the area of Vasanthnarasapura at Tumakuru District (“**Proposed Industrial Area**”), to be an industrial township and will be notifying the same to be an industrial township under Article 243Q of the Constitution of India and other provisions analogous to the same;
- C. The GoI/NICDIT and the State Government/KIADB have decided to take up the development of the Industrial Township at Vasanthnarasapura in Tumakuru district through the SPV (as defined herein below) on the terms and conditions as set forth in the Shareholders Agreement (as defined herein below);
- D. Pursuant to Recital ‘C’ above, NICDIT and KIADB have agreed to promote and incorporate the SPV as a limited liability company for undertaking, *inter alia*, the design, engineering, financing, procurement, construction, operation and maintenance of the Industrial Township Project (as defined herein below) and to fulfill its other obligations as set out in the Shareholders Agreement;

- E. The State Government recognizes that implementation of the Industrial Township Project and its continued operation and maintenance under and in accordance with the Shareholders Agreement is necessary and required for the economic growth and development of the State in general and development of infrastructure in the State in particular, and acknowledges that to enable the implementation of the said Industrial Township Project, including to facilitate its financing and its operation and maintenance, it is necessary for the State Government to agree and undertake to support and extend complete cooperation to the SPV, NICDIT and KIADB with respect to implementation of the Industrial Township Project;
- F. The State Government, NICDIT and KIADB have agreed that the successful implementation of the Industrial Township Project, including performance of obligations by the SPV under and in accordance with the Shareholders Agreement, requires extensive continued support and grant of certain rights and authorities as hereinafter set forth, by State Government and is an essential pre-condition for mobilization of resources thereof by the SPV;
- G. The Parties therefore consider it necessary and expedient to enter into this Agreement.

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATIONS

[Note to the draft: The definition section and cross references to be updated upon finalisation of the document.]

- 1.1 In this Agreement the following terms shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Agreement” means this state support agreement and all annexures and appendices hereto, as amended or modified from time to time, in accordance with the terms hereof;

“Applicable Laws” mean all laws, brought into force and effect by GoI or State Government, including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” mean all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Industrial Township, Trunk Infrastructure and Strategic Projects during the subsistence of this Agreement;

“CBIC Project” means the flagship Chennai-Bangalore Industrial Corridor project approved by the Union Cabinet, for the development of world class industrial nodes and related infrastructure between Chennai, Bangalore and Chitradurga, to achieve accelerated development and regional industry agglomeration in the states of Tamil Nadu, Karnataka and Andhra Pradesh and rapidly enhance India’s competitiveness in manufacturing;

“Claimants” has the meaning ascribed to such term in Clause 8.2 of this Agreement;

“Competing Projects” means any business or development, construction and/or operation of industrial parks/clusters/townships/projects, commercial, industrial or residential complexes,

or other projects, which could directly or indirectly compete with the public private partnership (PPP) projects at the Industrial Township, the Strategic Projects and the Facilities Development;

“DMICDC” means the Delhi Mumbai Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room no 341B, Third Floor, Hotel Ashok, Chanakyapuri, New Delhi-110021, set up by the GoI pursuant to Union Cabinet approval, whose functions include but are not limited to, acting as the project development partner and knowledge partner to industrial townships constituting the CBIC Project or their developers, promoters including the SPV, project specific companies, special purpose vehicles or other persons, that may be involved in the actual implementation of the industrial township, the trunk infrastructure, and the Strategic Projects;

“GoI” means the Union Government of India;

“GoK” means the State Government of Karnataka;

“Government Agency” means any department, body, authority, commission, instrumentality, agency, Municipality, Panchayat or other local authority or any statutory body or authority under the control of GoK or which is subject to supervision, direction or control of GoK in respect of any matter or which can be suspended, superseded or dissolved by GoK;

“Industrial Township” means the industrial township to be developed under the CBIC Project in accordance with the provisions of the Shareholders Agreement, at the Site set forth in Schedule A i.e. Vasanthanasapura in Tumakuru District, as an industrial township of the CBIC Project and notified or to be notified as such by the Governor of the State under the Proviso to Article 243Q of the Constitution of India and other provisions analogous to the same, with due autonomy and functional freedom to the SPV to develop, implement, dispose land, govern the Site and manage the Urban Services;

“Industrial Township Project” means the development of the Industrial Township to be undertaken by the SPV in accordance with the Shareholders Agreement and this Agreement;

“Joint Co-ordination Committee” has the meaning ascribed to such term in Clause 3.8 of this Agreement;

“KTCP Act” means the Karnataka Town and Country Planning Act, 1961;

“Local Taxes” mean any state or local taxes, sales tax, VAT, duties, levies, cess, fee or octroi or any import or surcharge of like nature by whatever name called, applicable on the whole or any part of the transactions to be entered into by or on behalf of the SPV or any person identified by it, in the course of the development of the Industrial Township or on the whole or any part of the Industrial Township Project;

“Master Plan” has the meaning ascribed to such term in the Shareholders Agreement;

“Municipality” has the meaning ascribed to such term in Article 243P of the Constitution of India;

“Panchayat” has the meaning ascribed to such term in Article 243(d) of the Constitution of India;

“Project Development Expenses” means and includes all costs/expenses incurred by DMICDC for project development activities including preparation of feasibility reports, detailed project reports (DPR), detailed engineering, project structuring, tying up infrastructure linkages, financial tie-ups/closure, obtaining requisite approvals from competent authorities of the GoK and the GoI, tendering, legal advice and documentation, bidding out project to developers, contractors along with project monitoring, management and supervision;

“Proposed Industrial Area” has the meaning as assigned to it in Recital B of this Agreement;

“Reserved Activities” has the meaning ascribed to such term in Clause 3.7(i) of this Agreement;

“Respondents” has the meaning ascribed to such term in Clause 8.2 of this Agreement;

“Shareholders Agreement” means the shareholders agreement executed on or around the date hereof between NICDIT and KIADB for, *inter alia*, the implementation of the Industrial Township Project as more specifically described therein and shall include all annexures and appendices thereto, and any amendments made to the shareholders agreement in accordance with the provisions contained therein;

“Site” has the meaning ascribed to such term in the Shareholders Agreement;

“SPV” means the public company, limited by shares, incorporated/to be incorporated under the provisions of the Companies Act, 2013, in accordance with the provisions of Clause [3.1.1] of the Shareholders Agreement;

“State” means the State of Karnataka;

“State Support” means the obligations assumed and the facilities agreed to be provided by State Government to the SPV hereunder or pursuant hereto;

“Strategic Projects” means the diverse infrastructure and other projects for provision of services primarily, but not exclusively, for the Industrial Township or other industrial townships forming part of the CBIC Project, intended to be developed or promoted by DMICDC, whether through the SPV or otherwise, to achieve early development of and induce growth within the industrial townships forming part of the CBIC Project. These Strategic Projects may not necessarily be located within any of the industrial townships forming part of the CBIC Project and may include, but not be limited to, projects related to power generation, transmission and distribution, water treatment and supply, waste management, sewage treatment, transportation, logistics parks, exhibition cum convention centres and other Trunk Infrastructure and shall, where the context so requires, refer to such of the Strategic Projects as may be determined by NICDIT as being projects to be implemented by or together with the SPV;

“Trunk Infrastructure” means the diverse infrastructure and other projects for provision of services primarily, but not exclusively, for the Industrial Township, that is not capable of commercialisation or is not amenable to development under the public private partnership (PPP) model and therefore, is intended to be developed or promoted by the SPV. The Trunk Infrastructure may not necessarily be located within the Industrial Township; and

“Urban Services” means all urban services to be provided or discharged by the SPV including

construction and maintenance of roads, transportation, water supply and sanitation, public health engineering, power supply, street lighting, city gas supply, environmental management, building sanctions and development control, any other services by whatever name called, akin to municipal services, within or in relation to the Industrial Township.

- 1.2 The words and expressions beginning with or in capital letters used in this Agreement shall have the meaning respectively assigned to them herein. The words and expressions beginning with or in capital letters used in this Agreement and not defined herein but defined in the Shareholders Agreement shall, unless repugnant to the context, have the meaning respectively assigned to them in the Shareholders Agreement.
- 1.3 In this Agreement unless the context otherwise requires:
- (i) any reference to any statute or any statutory provision shall include any amendment or re-enactment or consolidation thereof;
 - (ii) the words importing singular shall include plural and vice versa, and reference to a "person" and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity) and shall include Government Agencies;
 - (iii) the headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
 - (iv) the words "include" and "including" are to be construed without limitation;
 - (v) any reference to a "day" shall mean reference to a calendar day, and any reference to "month" shall mean reference to a calendar month;
 - (vi) the annexures and appendices to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - (vii) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of State Government or NICDIT hereunder or pursuant hereto in any manner whatsoever;
 - (viii) references to Recitals, Clauses, Sub-clauses, Schedules, Annexures or Appendices in this Agreement shall be deemed to be references to recitals, clauses, sub-clauses, schedules, annexures and appendices of this Agreement;
 - (ix) any agreement, consent, approval, authorization, proposal, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing and executed by duly authorized representative of such Party in this behalf and not otherwise; and
 - (x) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both days or dates.

2 TERM

This Agreement shall come into force on and from the date hereof and shall continue to be in full force and effect till the later of: (i) the period for which the Shareholders Agreement is in force and effect in accordance with the terms thereof; or (ii) final determination and discharge by the State Government of all of its liabilities and claims hereunder against it.

3 SUPPORT OF THE STATE GOVERNMENT

3.1 In consideration of the Industrial Township Project being in the interest of the State and its economic growth and development, and NICDIT and KIADB entering into the Shareholders Agreement and agreeing to develop the Industrial Township, the State Government hereby agrees and undertakes to observe, comply with and perform the following, with reference to the Shareholders Agreement and the Industrial Township Project, either by itself or cause through KIADB, or any other Government Agency including relevant line departments:

- (i) have duly notified by the Governor of the State, the Proposed Industrial Area as an Industrial Township under the Proviso to Article 243Q of the Constitution of India and other Applicable Laws, and to this end, carved out the area constituting the Industrial Township from the jurisdiction of any existing local body, municipal corporation, committee or council or Panchayat that may have jurisdiction on such area or any part thereof;
- (ii) enable continued access to the Site and Right of Way to the SPV for peaceful use of and operations at the Site by the SPV under and in accordance with the provisions of the Shareholders Agreement, without any let or hindrance from the State Government or persons claiming through or under it or any Government Agency, or any other persons;
- (iii) subject to the SPV complying with Applicable Laws, expeditiously procure and provide to the SPV or any person identified by it, Applicable Permits that may be required to undertake the development, implementation and operations of the Industrial Township, Trunk Infrastructure projects, Strategic Projects including provision of Urban Services;
- (iv) assist the SPV in procuring the Applicable Permits as GoI can grant, in accordance with and subject to the SPV complying with the Applicable Laws;
- (v) enable and facilitate, subject to and in accordance with the Applicable Laws, provision of all Applicable Permits required from any Government Agency for implementation and operation of the Industrial Township Project;
- (vi) upon a written request from the SPV, assist the SPV in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity, at rates and on terms no less favourable to the SPV than those generally available to the commercial customers/government authorities/agencies and public utilities receiving substantially equivalent services from any Government Agency and to ensure adequate infrastructure linkages and provision of Urban Services to the SPV;
- (vii) ensure that no impediments are put on the Industrial Township Project by the State Government or any Government Agency or any other person that interrupts development, implementation, operation and functioning of the Industrial Township Project except on account of any emergency, law and order situation, calamities,

- disasters (natural, accidental or due to any act or omission of any person or accident or otherwise) or upon national security considerations. The State Government will strive towards expeditious development, implementation, operation and functioning of the Industrial Township Project;
- (viii) provide the SPV with police assistance for maintenance of law and order, removal of trespassers and security in the Industrial Township Project;
 - (ix) permit the SPV or any person identified by it, to undertake and provide the Urban Services, including electricity distribution, within the Industrial Township;
 - (x) support, cooperate with and facilitate NICDIT and the SPV in the implementation of the Industrial Township Project;
 - (xi) ensure and procure, subject to and in accordance with the Applicable Laws, that all relevant municipal and other local authorities and bodies including Panchayats in the State do not levy or impose any Local Taxes on the Industrial Township or on the traffic and or goods moving in the Industrial Township Project without prior express written consent of the State Government and after prior consultation with NICDIT, KIADB and the SPV. After due notification under Article 243Q of the Constitution along with Section 364(o) of the Karnataka Municipalities Act, 1964, no Local Taxes shall be levied or imposed;
 - (xii) ensure total support, cooperate with and facilitate NICDIT, KIADB and the SPV in the implementation and operation of the Industrial Township Project, Trunk Infrastructure and Strategic Projects in accordance with the provisions of the Shareholders Agreement, including the following:
 - (a) Facilitate speedy land procurement by SPV/ KIADB/GoK, as and when required for the Industrial Township Project, Trunk Infrastructure and Strategic Projects;
 - (b) Assist immobilization of requisite financial and other resources to the SPV and/or KIADB, other than in the form of Government grant or Government guarantee, as and when required for the Industrial Township Project, Trunk Infrastructure and Strategic Projects;
 - (c) Ensure seamless coordination of the KIADB and the SPV with line departments of GoK and Government Agencies for project facilitation and development;
 - (d) Empower the SPV with adequate functional autonomy and freedom to develop and implement the Industrial Township Project, Trunk Infrastructure and Strategic Projects; and
 - (e) Coordinate with the Department of Industrial Policy & Promotion, Ministry of Commerce and Industry/GoI on relevant issues from time to time.
 - (xiii) approve, or cause to be speedily approved by the competent authority, as may be and to the extent required under Applicable Law, the Master Plan and Development Plan and any other plans that may be recommended by the SPV;
 - (xiv) not do or omit to do any act, deed or thing which may in any manner violate or cause

the SPV to violate any of the provisions of the Shareholders Agreement and do or cause to be done all acts, deeds or things necessary for the implementation of the provisions of this Agreement and the Shareholders Agreement;

- (xv) procure that, the respective entities owning the existing roads, Right of Way or utilities on, under or above the Site are assigned to the SPV, by initiating and undertaking administrative/legal proceedings, such that the SPV is enabled to keep such utilities in continuous satisfactory use, and procure that the appropriate Government Agency, upon written request from the SPV, initiate and undertake legal proceedings for acquisition of any Right of Way necessary for the same;
- (xvi) undertake, upon written request from and at the cost of the SPV, shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Industrial Township Project, Trunk Infrastructure and Strategic Projects; and
- (xvii) observe and comply with all of its obligations set forth in this Agreement.

3.2 Other Benefits

Without limiting the generality of the provisions of Clause 3.1 above, the State Government undertakes to provide the following additional benefits to the SPV for the Industrial Township Project:

(i) Fiscal Benefits

- (a) The State Government shall, by an appropriate notification under provisions of Section 9 of the Indian Stamp Act, 1899 and other enabling provisions as applicable in the State, exempt the payment of 50% (fifty percent) stamp duty on the transfer to or acquisition/procurement by the SPV of the land constituting the Site, whether such transfer is effected in whole or in part by the KIADB or by any other Government Agency or where the land is acquired in whole or in part by the SPV. The State Government shall reimburse the amount of the stamp duty paid by the SPV, which will be regarded as the equity contribution of KIADB/ State Government, to the share capital of the SPV. The equity contribution of KIADB/ State Government will be matched by equal equity contribution by NICDIT, in accordance with the terms of the Shareholders Agreement.
- (b) The exemption from payment of stamp duty specified in Sub-clause (a) above shall also extend to the land subsequently leased out/transferred by the SPV to users, developers, contractors, construction companies, joint ventures or any other person as may be determined by the SPV, in the course of execution of the Master Plan.
- (c) The State Government shall, through the issue of appropriate notifications under the relevant legislations, exempt all the developments that will be undertaken within the Industrial Township in the course of execution of the Master Plan, from the application of Local Taxes, including local body taxes.
- (d) The State Government shall extend to the Industrial Township all fiscal benefits available to industrial establishments/developments under and in accordance

with industrial and other policies of the State Government, as declared from time to time.

(ii) Electricity Distribution and Generation

- (a) The State Government shall support and recommend, by itself and through Government Agencies, including the State Government owned electricity distribution licensee or its successor, any application by the SPV or any person authorized by it, before the [Karnataka Electricity Regulatory Commission], under the provisions of the Electricity Act, 2003, for obtaining a license for distribution of electricity within the Industrial Township and such support shall include carving out and relinquishing the area constituting the Industrial Township from the distribution licensed area of Bangalore Electricity Supply Company, or the applicable state-owned electricity supply/distribution company, or its successor. The State Government and the relevant state-owned electricity supply/distribution company or its successor shall recommend the issuance of a distribution license to the SPV or any person identified by it.
- (b) The State Government shall procure and facilitate the supply of bulk electricity to the distribution licensee specified in Sub-clause (a) above, to enable it to undertake electricity distribution for the users within the Industrial Township.
- (c) The State Government shall grant all Applicable Permits and procure land and water to enable the SPV or any person identified by it, for setting up a power generation plant and shall, in this regard, also make appropriate recommendations for obtaining coal linkage.
- (d) The State Government shall ensure that the state transmission utility (as defined under the Electricity Act, 2003) shall provide adequate transmission facilities for supply of bulk power to the Industrial Township, including from the power generation plant that may be set up under Sub-clause (c) above.

(iii) Reservation of water

The State Government shall provide for reservation of water from available resources in accordance with the prevalent State policy on water for the SPV to carry out its intended functions. State Government would levy charges for making such reservation and for using water, in accordance with the prevalent State policy.

(iv) Notification of SPV as a Planning Authority

- (a) The State Government shall take all necessary steps to ensure that the SPV is designated and empowered with all the rights, powers and functions of a Planning Authority under the provisions of the KTCP Act, including *inter alia*, the right to acquire, hold and manage movable and immovable property as it may deem necessary. State Government shall also notify the Site as a planning area, pursuant to Section 4(A) of the KTCP Act.
- (b) KIADB agrees to delegate on an exclusive basis to the SPV all the functions to be carried out by KIADB under the provisions of the KTCP Act, in its capacity as the Planning Authority in respect of the Industrial Township

Project, Trunk Infrastructure and Strategic Projects. Where, for any reason whatsoever, KIADB is unable, due to application of any law or otherwise for reasons acceptable to NICDIT and the SPV, to delegate all or some of its functions of the Planning Authority under the aforementioned legislation, then KIADB agrees to duly appoint and/or nominate the SPV on an exclusive basis to undertake all the functions for and on KIADB's behalf and in the name of the KIADB and KIADB shall thereafter, accept all the recommendations of the SPV in relation to the functions carried out by it and shall, where necessary, take such steps as may be required under the provisions of the KTCP Act, in its capacity as the Planning Authority under the provisions of KTCP Act, to ratify and/or approve such recommendations from the SPV. Without limiting the generality of the above, KIADB shall accept and adopt the Master Plan in relation to the Industrial Township and take all such actions as may be required to make such Master Plan valid and effective for purposes of the KTCP Act.

- 3.3 The Parties recognise and acknowledge that DMICDC has expended significant effort in planning and developing the diverse projects under the CBIC Project, including for the Industrial Township, Trunk Infrastructure and Strategic Projects, and such planning and development includes preparation of the perspective plans, master plans and detailed progress reports. The Parties also recognise and acknowledge that the DMICDC has acquired special technical and commercial expertise and experience in developing industrial townships such as the Industrial Township. In accordance with the approval granted by the GoI/Union Cabinet, the Parties recognise and acknowledge that DMICDC (either directly or through a project management company) will act as the project development agency, knowledge partner and transaction advisor to the SPV for the Industrial Township Project, Trunk Infrastructure and Strategic Projects and the development and management of the Master Plan, including any changes thereto, shall be within the exclusive domain of the DMICDC. With regard to the above:
- (i) DMICDC will extend all kind of support and assistance to the SPV to get all plans, techno-economic studies, engineering designs prepared, obtain requisite approvals, tie up finances, viability gap funding, structure projects on public private partnership (PPP) and engineering procurement and construction (EPC) basis, tender out projects and get them executed and supervise them on behalf of the SPV;
 - (ii) DMICDC will help in capacity building of the SPV and associated State institutions;
 - (iii) The Parties agree that the above shall be executed through a transparent competitive bidding process which will be conducted independently by DMICDC on behalf of the SPV;
 - (iv) The Parties also agree that DMICDC will be entitled to recover Project Development Expenses incurred by it and DMICDC will also be entitled to success fees from successful project developers or the SPV, as the case may be, on successfully bidding out projects; and
 - (v) The Parties agree that all profits generated by the SPV shall be solely applied towards development of the Industrial Township in the State. However, in the event the profit generated by the SPV are surplus and not required for the Industrial Township, the same may be, as may be mutually decided by KIADB and NICDIT, applied towards other industrial infrastructure and manufacturing projects in the State.

- 3.4 The State Government also recognizes and acknowledges that development of the Industrial Township will be undertaken with private sector and private capital participation as far as practicable, and accordingly, it will be imperative to create an enabling framework to facilitate the development, financing and investment by the private sector. The State Government hereby agrees and covenants not to undertake or engage in any Competing Projects for a period of 20 (twenty) years from the date hereof, within a radius of 25 (twenty five) kilometres, either itself or through any other person authorized by it, of infrastructure and other projects which could be in direct competition with the PPP projects at the Industrial Township and Strategic Projects, that may be defined in specific detail in the tender documents for specific projects at the time of bidding out such projects. Provided however that, the aforesaid restriction shall not apply to the projects, as specified in **Schedule-F** of the Shareholders Agreement, being the ongoing projects of brownfield area of industrial township of NIMZ, existing and ongoing industrial clusters / parks / projects of KIADB and GoK, and land allotments already made to any specific industry.
- 3.5 Upon declaration of said area as industrial township under Article 243Q of the Constitution of India, State Government agrees and undertakes that it shall not levy, nor shall it permit or authorize any Panchayat or Municipality to levy, any property taxes on or for the Site or Industrial Township Project, any additional toll, fee, charge or other tax applicable on the use of whole or any part thereof. However, until the issuance of the aforesaid notification under Article 243Q, all applicable statutory taxes/levies shall continue.
- 3.6 The State Government acknowledges and agrees that each of the SPV and NICDIT shall have the right to seek specific performance of this Agreement.
- 3.7 **Reserved Activities**
- (i) The State Government shall, throughout the term provide, or cause to be provided, at the Industrial Township, certain activities (the “**Reserved Activities**”). Currently, the Reserved Activities are:
- (a) law and order and policing within the Industrial Township;
 - (b) health services, especially for the lower income citizens;
 - (c) registration of birth and death within the Industrial Township; and
 - (d) any other statutory functions that may not be amenable to be delegated to the SPV due to application of any law or otherwise for reasons acceptable to NICDIT and the SPV and can be undertaken only by the State Government;
- Provided however, the Parties may agree that the SPV by itself or through persons identified by it, undertakes and provides any or all of the Reserved Activities, in whole or in part, on such terms and conditions (including consideration for rendering of such services) as may be reasonably acceptable to both Parties.
- (ii) In order to allow the State Government to provide, or procure the provision of, the Reserved Activities, the SPV shall, at a cost to be mutually agreed provide to the State Government, or its designated nominees/representatives, with such access as reasonable so as to enable the State Government, or its designated nominees/representatives to provide the Reserved Activities in the Industrial Township. The SPV shall further provide to the State Government, or its designated nominees/representatives, with such space requirements as reasonable so as to enable the State Government, or its designated nominees/representatives to provide the Reserved Activities at the Industrial Township, upon terms and conditions, including as to cost, as may be mutually agreed between the Parties.

- (iii) The SPV shall, at all times, co-operate fully with the officers of the State Government, and its designated nominee(s)/representative(s), providing Reserved Activities at the Industrial Township.

- (iv) Memoranda of Understanding with Government Agencies:

The State Government hereby undertakes to use best endeavours to procure the execution of memorandum of understanding between the SPV and each Government Agency providing the Reserved Activities, setting out the terms and conditions on which the Reserved Activities shall be provided by the relevant Government Agency.

3.8 Joint Co-ordination Committee

In order to ensure smooth and efficient rendering of the Reserved Activities, the Parties hereby undertake and agree to set up a joint co-ordination committee (the “**Joint Co-ordination Committee**”) consisting of a representative nominated by each of the State Government and SPV. The Joint Co-ordination Committee shall, unless otherwise agreed by the Parties to hold the meeting at a later date, meet at least once in every 3 (three) calendar months.

4 SPV'S OBLIGATIONS

KIADB and NICDIT hereby agree and undertake that the SPV shall perform, observe and comply with the following:

- (i) all Applicable Laws and Applicable Permits;
- (ii) provisions of the Shareholders Agreement; and
- (iii) its obligations under this Agreement.

5 REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants to the other Parties hereto as follows:

- (i) It has power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (ii) It has taken all necessary governmental, corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement; and
- (iii) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof.
- (iv) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (v) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the charter documents or any Applicable Laws or Applicable Permits or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected; and

- (vi) There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default on its part under this Agreement or which individually or in the aggregate may result in any material adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement.

6 SOVEREIGN IMMUNITY

6.1 The State Government thereby unconditionally and irrevocably:

- (i) agrees that the execution, delivery and performance by it of this Agreement do not constitute sovereign acts, except for the Reserved Activities set out under Clause 3.7 above;
- (ii) agrees that should any proceedings be brought or any execution, attachment or any other legal process is made against it or its assets, property or revenues in any jurisdiction in relation to or arising out of this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings, execution, attachment or other legal process shall be claimed by or on behalf of the State Government or with respect to any of its assets, property or revenues;
- (iii) waives any right of immunity, which it or its assets property or revenues now has or may acquire in the future or which may be attributed to it in any jurisdiction; and
- (iv) consents generally to the enforcement of any judgment or award against it in any such proceedings including to the giving of any relief or the issue of any process in any jurisdiction in connection with any such proceedings including the making, enforcement or execution against it or any of its assets, properties or revenues, of any order, judgment or decree that may be made or given in connection therewith.

6.2 Notwithstanding anything to the contrary herein contained, such waiver of right of immunity shall not apply to:

- (i) property and assets of any consular or diplomatic mission or consulate; or
- (ii) property belonging to the defence services and such assets of the Union of India.

7 BREACH

In case the State Government, any Government Agency, KIADB or the SPV is in material breach of any of its obligations under this Agreement, and such breach is not cured within 60 (sixty) days of receipt of a notice in writing from NICDIT, NICDIT reserves the right to review and suspend the release of further financial assistance from NICDIT till the breach is rectified to the satisfaction of NICDIT.

8 GOVERNING LAW AND DISPUTE SETTLEMENT

8.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of India. The provisions contained in Clauses 8 and 9 shall survive the termination of this Agreement.

- 8.2 Any and all claims, dispute, difference or controversy between the Parties of whatever nature, howsoever arising out of or in connection with or in relation to this Agreement which is not resolved amicably within 90 (ninety) days of receipt of notice of such dispute, difference or controversy from a Party/ Parties (the “Claimants”) by the other remaining Party/ Parties (the “Respondents”) in the first instance, the same shall be decided finally by reference to arbitration to an arbitral tribunal comprising of three arbitrators. The Claimants shall appoint one arbitrator, the Respondents shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator, being the presiding arbitrator. The arbitration proceedings shall be conducted in English language, and subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitrators shall issue a reasoned award. The venue of such arbitration shall be Bengaluru, India. The award made in any such arbitration shall be final and binding on the Parties.
- 8.3 The Parties agree that they shall continue to perform their respective obligations under this Agreement during such arbitration, unless the performance or otherwise of such obligation is itself the subject matter of arbitration.
- 8.4 Subject to the provisions relating to dispute settlement and arbitration set out under Clause 8.2 above, the courts at Bengaluru shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

9 MISCELLANEOUS

9.1 Alteration of Terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if the same is in writing and signed by the duly authorized representatives of the Parties.

9.2 Time or Indulgence Allowed

An indulgence by a Party to any of the other Party in respect of any obligation or matter hereunder including time for performance to such other Party or to remedy any breach hereof shall not be construed as a waiver of any of its rights hereunder by the Parties and any such indulgence may be on such terms and subject to such conditions as the Party giving it may specify and shall be without prejudice to the Parties then accrued respective rights under this Agreement except to the extent expressly varied in writing.

9.3 Severability of Terms

If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitration tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect.

9.4 Language

All notices, certificates, correspondence or other communications under or in connection with this Agreement shall be in English language only.

9.5 Notices

- (i) Any notice or communication hereunder shall be in writing, signed by the Party giving it and may be served by sending it by hand delivery, facsimile, e-mail, registered or speed post, or by reputed national courier service, addressed as follows (or to such other address as shall have been duly notified in accordance with this Clause):

If to the State Government:

Attn: The Additional Chief Secretary
Commerce & Industries Department,
Government of Karnataka
Address: Room No. 106, 1st Floor, VikasaSoudha,
Dr. B.R AmbedkarVeedhi, Bengaluru – 560 001
Fax no.: 080-22259870
Email: acscikar@gmail.com

If to NICDIT:

Attn: The Chief Executive Officer and Trustee,
Address: National Industrial Corridor Development and Implementation Trust
Room no 341B, Third Floor, Hotel Ashok, Chanakyapuri, New Delhi - 110021
Fax no.: 011 26118889
Email: ceo@dmicdc.com

If to KIADB:

Attn: [The Managing Director],
Address: [4th & 5th Floor, East Wing, Khanija Bhavan,
Race Course Road, Bengaluru, Karnataka 560 001]
Fax no.: [•]
Email: [•]

[Note to the draft: The aforementioned details to be confirmed/provided.]

- (ii) All notices given in accordance with Sub-Clause (i) above shall be deemed to have been served as follows:
- (a) if delivered by hand, at the time of delivery, when proof of delivery has been obtained; or;
 - (b) if sent by registered or speed-post or by a nationally recognized courier service, at the expiration of 10 (ten) days following posting; or
 - (c) if communicated by facsimile or e-mail, on receipt of confirmation of successful transmission.
- (iii) All notices communicated by facsimile or e-mail shall be followed by a copy thereof being sent by speed post to the addressee. A notice or other communication received on a day other than a business day, or after business hours in the place of receipt, shall be deemed to be given on the next following business day in such place.

9.6 Authorized Representatives

Each of the Parties shall by notice in writing designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be

entitled to remove and/or substitute or make fresh appointment of its authorized representative by similar notice.

9.7 Original Document

This Agreement is made in one or more counterparts, each of which shall be deemed to be an original.

9.8 Conflict

In case of any conflict between this Agreement and the Shareholders Agreement, the provisions contained in the Shareholders Agreement shall be binding on Parties signing this Agreement.

9.9 This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.10 Termination of this Agreement shall not relieve any Party of any accrued rights, obligations and liabilities arising out of or caused by any act or omission of a Party till the effective date of such termination or arising out of such termination.

9.11 KIADB and NICDIT shall not assign their rights under this Agreement without the prior written consent of the other Party. This Agreement shall be binding on and shall inure to the benefit of successors-in interest and permitted assigns of the Parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED BY

For Government of Karnataka Name: _____ Title: _____	For National Industrial Corridor Development and Implementation Trust _____ (Alkesh Kumar Sharma) Chief Executive Officer & Trustee
For Karnataka Industrial Areas Development Board Name: _____ Title: _____	

Witnesses:

1. _____
(Insert name and address)

2. _____
(Insert name and address)

SCHEDULE A

Site of the Industrial Township Project

P.R. 139
SC - 10

By Order and in the name of the
Governor of Karnataka,
G. NAGARATHNAMMA,
Desk Officer (Technical Cell),
Commerce and Industries Department